



GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION
SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)

301 7TH Street, SW, Room 2080
Washington, D.C. 20407
Tel. (202)708-5236 Fax (202)708-6207

**FEDERAL BUILDING
OCCUPANCY CERTIFICATE**

PERMIT NO.
(DC1492-13-016r)

THIS PERMIT IS VALID ONLY FOR THE PREMISES
OF THE PROJECT ADDRESS

DATE: 6/24/13

ADDRESS: St. Elizabeth's Campus 2701 Martin Luther King, Jr. Dr., SE Washington, DC 20032	FLOOR(S): 3 stories below grade and exit vestibule at grade	SERVICE DELIVERY CENTER: Potomac
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PERMISSION IS HEREBY GRANTED TO: US Dept. of Homeland Security Operations Center	TRADING AS: DOC
APPROVED USES: Business	PREVIOUS USES: N/A
APPROVED OCCUPANCIES: Business	PREVIOUS OCCUPANCIES: N/A

TYPE: New Occupancy	TERM: Permanent	OCCUPIED SQ. FOOTAGE: 6000 sq m	DESIGN OCCUPANT LOAD: 499	EXPIRATION DATE: 8/24/13
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BUILDING CODE EDITON (AT TIME OF BUILDING CONSTRUCTION): IBC 2009	BUILDING CODE EDITON (AT TIME OF PERMIT ISSUANCE): IBC 2009, NFPA 101 2009	TYPE OF CONSTRUCTION: Type 1A
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DESCRIPTION OF USE: Operations Center for the Department of Homeland Security

THIS CERTIFICATE ENSURES THAT ALL FIRE PROTECTION AND LIFE SAFETY SYSTEMS HAVE BEEN COMPLETED, INSPECTED, SUCCESSFULLY TESTED AND APPROVED TO PROVIDE A REASONABLE DEGREE OF SAFETY TO THE BUILDING OCCUPANTS FROM FIRE AND SIMILAR EMERGENCIES.

Laura Doyle, PE GSA Fire Protection Engineer GSA NCR	(b) (6)
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UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
National Mall and Memorials Parks
Special Use Permit

Reviewed by
AP 5/16/14
REA 5/16/14
AKG 5/16/14
JNG 5/16/14

NAME	Edmund Newman
ORGANIZATION	General Services Administration (GSA)
ADDRESS	301 7 th St. SW
	Washington DC 20407
TELEPHONE NUMBER	202-401-2881
FAX NUMBER	

Park Alpha Code: NAMA

Type of Use: Short Term Construction

Permit #: NCR-NAMA-5700-2014-16

is hereby authorized to use the following described
land or facilities in the above named area: Reservation
33 – Pennsylvania Ave from 12th St. to 11th St.

The area must be restored to its original condition at the end of the permit.

The permit begins at 7:00 am on 06/02/2014 (Month/Day/Year)

The permit expires at 5:00 pm on 07/31/2016 (Month/Day/Year).

SUMMARY OF PERMITTED ACTIVITY: (see attached sheets for additional information and conditions)

Install a temporary covered walkway with parapet on Pennsylvania Ave. and part of 12th St., N.W. to protect the public during the Old Post Office Tower renovations. Install a new curb cut, remove trees and light fixtures and traffic signal modifications for the 11th St. curb cut. See attached drawings and description.

Person on site responsible for adherence to the terms and conditions of the permit (include contact information): (b)(6) (b)(6)

Authorizing legislation or other authority: 16 U.S.C § 1a-1

NEPA Compliance: CATEGORICALLY EXCLUDED ☒ EA/FONSI ☐ EIS ☐ PEPC # ☐ OTHER ☐

APPLICATION FEE Received ☒ Not Required ☐ Amount \$ (b)(4)

PERFORMANCE BOND: Required ☒ Not Required ☐ Amount \$

LIABILITY INSURANCE: Required ☒ Not Required ☐ Amount \$

COST RECOVERY: Required ☐ Not Required ☒ Amount \$

FACILITY USE FEE: Required ☐ Not Required ☒ Amount \$

LOCATION FEE: Required ☐ Not Required ☒ Amount \$

ISSUANCE of this permit is subject to the attached conditions. The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

PERMITTEE

Signature

Title

Date

Authorizing NPS Official

Signature

Superintendent

Date

Authorizing NPS Official
(additional if required)

Signature

Title

Date

CONDITIONS OF THIS PERMIT

1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
2. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the termination of the permit.
3. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.
4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
5. Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a terminated permit will be the responsibility of the permittee.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice, or without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
7. This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (Permittee/Grantee), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the (Permittee) in connection herewith, and the (Permittee) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
8. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$1,000,000 and underwritten by a United States company naming the United States of America as **additionally insured**. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.

9. Permittee agrees to deposit with the park a bond in the amount of \$20,000 from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met, including the restoration and rehabilitation of the permitted area.
10. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
11. The person named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain on-site at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
12. As a condition of acceptance of this permit by the permittee and pursuant to 41 U.S. C. 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
13. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
14. This permit may not be transferred or assigned without the prior written consent of the Superintendent.

Add additional park specific conditions sequentially.

15. The permittee agrees to be fully responsible for the management, performance, use and safety within the park area involved in this authorization until the work is completed, inspected, and accepted. The permittee hereby agrees to accept responsibility and assume liability for any and all tort claims arising from the actions or omissions of its representatives or employees directly or indirectly connected with the work performed, the maintenance of, or the use of this facility to the greatest extent permitted by law. To the extent that the work is performed by non-Governmental persons or organizations, the permittee shall require such persons or organizations to:
 - a. Procure public and employee liability insurance from responsible companies with a minimum limitation of \$1,000,000 per person for any one claim and a minimum aggregate limit of \$3,000,000 for any number of claims arising from any one incident. The United States of America shall be named as an additional insured on all such policies. All such policies shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles, thereunder, and such insurance policies shall be obtained by, be for the account of,

and be at the insured's sole risk.

- b. Pay the United States the full value of any damages to the lands or other property of the United States caused by any omission or activity in connection with this permit.
- c. Indemnify, save and hold harmless and defend the United States against all fines, claims, damages, losses, judgments and expenses arising out of, or from any omission or activity in connection with this permit.

16. The permittee must furnish documented evidence of this insurance coverage. Proof of this liability coverage shall be in the form of a certificate, policy rider or binder and include the policy number, period of coverage, and a statement naming the United States Government as an additional named insured. The United States will be identified as follows:

United States of America
National Park Service
National Capital Region
National Mall & Memorial Parks
900 Ohio Drive, SW
Washington, DC 20024-2000

17. All requests, correspondence, and meetings desired with the National Park Service (NPS) pertaining to this permit shall be negotiated by the permittee only. All contractors, subcontractors or consultants must channel their requests through the recognized representative of the permittee:

(b)(6)

Name

Project Manager

Title

(b)(6)

Telephone Number

who, in turn, will contact the NPS.

18. The permittee's letter of 04/30/2014, is incorporated into this permit.
19. The permittee shall submit a work schedule 5 days prior to the initiation of work being performed on park land. The permittee shall notify Jeff Gowen, 24 hours prior to starting work on park land, when the work is completed, and when the area is ready for final inspection.
20. The NPS reserves the right to halt any operation within its jurisdiction, in part or in whole, which is determined to be detrimental to the public interest. Work may be permitted to resume only if a proper method can be devised to prevent such damage from reoccurring.
21. Before commencement of any below grade work, the permittee shall contact Miss Utility, at 1-800-257-7777, and have all below grade utilities clearly marked on the surface above.
22. The permittee shall submit for the review and approval of the NPS, a written description of all proposed activities to be conducted on park land that are not specifically covered by this permit.
23. Construction will be allowed from 7 am to 4 pm, Monday through Friday, excluding Federal holidays, unless otherwise stated in the permit.
24. The permittee shall have received all necessary permits required by outside agencies for work to be performed under this permit. The permittee shall supply the NPS with a copy of these permits before any work covered by said permits begins.

25. The permittee shall be responsible for the cost and repairs to any structures, facilities, installation, sod, soils, or landscape vegetation on park land damaged by the work authorized under this permit and shall, at the direction of the NPS, submit detailed plans for the repair, restoration and/or replacement of such.
26. All construction trash, debris, and litter left at the site shall be removed from the site daily by the permittee.
27. A copy of this permit, enclosures, amendments and explanatory notes shall be kept by the permittee onsite at all times.
28. The permittee will require its employees and contractors to follow all relevant OSHA safety regulations and exercise all standard safety precautions.
29. The permittee shall comply with all Federal and local laws, and existing regulations that are applicable to the project included in this permit.
30. The permittee shall comply with all instructions issued by the United States Park Police and other official representatives of the NPS as specified by the Superintendent, National Mall & Memorial Parks.
31. This permit does not authorize the interference with any existing or proposed Federal projects which may be undertaken by the United States in the public interest.
32. On or before the date this permit expires or the permittee relinquishes this permit, the permittee shall vacate the premises, remove the permittees property and restore the site to a condition satisfactory to the NPS. If this permit is revoked, the permittee will do the same within the time granted by the NPS. If the permittee fails to remove the property and restore the site, at the option of the NPS:
 - a. Said property shall become the property of the United States without compensation therefore, or,
 - b. The NPS may have the property removed and the premises restored at the expense of the permittee, and no claim for damages against the United States or its agents shall be created by or made on account of the removal and restoration work.
33. The critical zone of a tree shall be considered the tree's drip line, or the radius, in feet, equal to 1.5 times the diameter (dbh) in inches, of the tree, whichever is greater. When work is allowed within the zone by the NPS, the permittee will submit a tree and tree root protection plan for NPS approval before any work starts. This plan may include, but is not limited to, physical protection, root fertilization, root aeration, and root pruning. All trees and tree root zones within the permittee's work area, which in the opinion of the NPS are liable to accidental damage during construction, will have a four foot high wooden snow fence erected at the edge of the zone. The snow fence will include signs that communicate (1) that the enclosed area is a tree protection zone; (2) construction activities are prohibited within the zone; (3) fence must remain closed. The signs must be in English and Spanish, made of weather proof material and a minimum 8.5' x 11". If the NPS concludes that damage has occurred to the tree root system, the permittee will perform all mitigation required by the NPS.
34. Pruning of NPS trees must be done with the approval of, and in the presence of, an official of the National Mall & Memorial Parks, NPS. All pruning must conform to the conditions in the National Arborist Association handbook "Pruning Standards for Shade Trees."
35. Any trees removed will be replaced by the permittee on a diameter inch for inch basis. The species, size, and planting location will be determined by the NPS. The permittee will plant the trees during

either the spring or fall planting seasons, per NPS tree planting specifications (available upon request) and guarantee the trees for a period of 18 months.

36. The permittee shall supply 8- by 10-inch photographs (color or black and white) of all park land that will be disturbed under this permit.
37. Employees' personal vehicles shall not be parked on park land.
38. Permittee and contractor vehicles shall be kept to a minimum, and shall be parked on pavement or on rigid decking such as DuraDeck or similar approved.
39. All construction vehicles using national park roadways shall carry a copy of this permit, and an approved construction traffic plan, if a plan was required under this permit.
40. No waste, dusts, or erosion materials shall be allowed to enter natural or manmade water or sewer systems in or on park land by either direct or indirect action of the permittee. Any waste or erosion material entering onto park land shall be removed and the effected property cleaned, stabilized, or restored the day that this condition is discovered, to the satisfaction of the NPS. The permittee shall take all necessary measures to prevent air, noise, and water pollution by any material and/or equipment used during this permitted construction.
41. All traffic management activities undertaken throughout the course of this project shall be undertaken in accordance with the "Manual of Uniform Traffic Control Devices" (MUTCD). The permittee shall provide documentation of such compliance prior to undertaking the work.
42. All soils that are placed, or are in any way impacted, by this project shall be subject to testing, replacement, amendment and certification by the permittee to the effect that the finished soils qualities shall support successful tree and other landscape plant growth. Certification shall include all testing or origin documentation necessary to allow adequate NPS review. Compacted soil conditions resulting from project activities shall be corrected to a depth of not less than 3 feet below finished grade to a density of not more than 75 percent compaction.
43. All access roads on park land are viewed as temporary structures necessary for the initial construction. Such structures shall be removed at the completion of the project and the affected area shall be restored to its original condition.
44. The permittee shall comply with all Federal, state, and NPS laws, regulations, and policies pertaining to pest control and the submitted pest control plan. The permittee shall be responsible for managing harmful insects, rats, mice and other pests within the area described in this permit. All pesticide use on NPS lands must have prior approval prior to application and usage must be reported annually.
45. The permittee shall comply with all Federal, state, and local regulations pertaining to environmental compliance. This includes but is not limited to the Resource Conservation Recovery Act (RCRA), the Clean Water Act (CWA), the Clean Air Act (CAA), the Oil Pollution Act (OPA) and OSHA 1910.120 (Hazwoper). The permittee must show proof of licenses (if applicable) when performing work on NPS property. The permittee shall show proof that employees are in a medical monitoring program (if applicable). The permittee shall provide the NPS written emergency response procedures and proof of a spill plan (if applicable).
46. No trees are permitted to be pruned during the installation of the parapet. The parapet shall be adjusted as necessary to avoid damaging the trees.
47. No advertising is permitted on NPS property.

National Park Service
National Mall and Memorial Parks
900 Ohio Drive SW, Washington DC 20024
202-426-6841



Application for Special Use Permit
Construction Covered Walkway

Please supply the information requested below. **Attach additional sheets, if necessary, to provide required information.** A nonrefundable processing fee of \$250.00 must accompany this application unless the requested use is an exercise of a First Amendment right. You must allow sufficient time for the park to process your request; check with the park for guidelines. You will be notified of the status of the application and the necessary steps to secure your final permit. Your permit may require the payment of cost recovery charges and proof of liability insurance naming the United States of America as also insured.

Enter either a social security number OR a tax ID number: we do not require both.

Applicant Name:	Company/Organization Name: General Services Admin.
Social Security #:	Tax ID #
Street/Address:	Street/Address: 301 7th Street. SW
City/State/Zip Code:	City/State/Zip Code: Washington, DC 20407
Telephone #:	Contact name: Edmund Newman
Cell phone #:	Telephone #: 202-401-2881
Fax #:	Fax#:
Email:	Email: Edmund.Newman@gsa.gov

Description of Proposed Activity (attach diagram, attach additional pages if necessary):

Location: Old Post Office Building, 1100 Pennsylvania Avenue, NW, Washington, DC 20004.

Scope of Work: Install a temporary covered walkway with parapet on Pennsylvania Avenue and part of 12th Street, NW that is required to protect the public from the construction activities for the renovation of the Old Post Office project. Estimated installation date will begin June 2014 and will be removed approximately July 2016.

See attached Christopher Consultants Drawing C 3.1 dated March 24, 2014, Universal Builders Supply drawing SK012314 dated April 14, 2014 and Lend Lease Construction Logistics Drawing.

Requested Location(s): Pennsylvania Avenue from 11th Street, NW (IRS Building) to 12th Street, NW and around the corner South along 12th Street as shown on the attached drawings.

DATE(S)

Set up begins: (date and time)	Activity begins: (date and time)	Activity ends: (date and time)	Removal completed (date and time)
June 2014 (exact date depends on start of construction)	June 2014 (exact date depends on start of construction)	July 2016 (exact date depends on start of construction)	July 2016 (exact date depends on start of construction)

Maximum Number of Participants- **Not Applicable (not an event, it is a construction activity)** (Please provide best estimate)

Maximum Number of vehicles: (attach parking plan)

3 Cars 2 lt.trucks 2 Utl trucks 0 Buses/oversized vehicles

Support equipment (list all equipment; attach additional pages if necessary)

The covered walkway contractor will have several flatbed trucks loading and unloading beams, planks, plywood and other material to erect the walkway.

List support personnel including addresses and telephones; attach additional pages if necessary

- 1. GSA Representative: Edmund Newman, GSA, 301 7th Street, SW, Washington, DC 20024. Tel 202-401-2881**
- 2. Trump Old Post Office LLC Representative: (b)(6) 1100 Pennsylvania Avenue, NW, Room 207, Washington, DC 20004. Tel (b)(6)**
- 3. Construction Manager (Lend Lease) Representative: Mark Roy, One Preserve Parkway, Rockville, MD 20852. Tel 301-354-3100 (Cell (b)(6))**

Individual in charge of activity on-site (include cell phone number) and authorized to make decisions related to the permitted activity:

Andy Bucy, Senior Superintendent, Lend Lease, Tel 301-674-6933

Is this an exercise of First Amendment Rights?

☐Y **No**

Have you visited the requested area?

Yes ☐N

Have you obtained a permit from the National Park Service in the past?

☐Y **No**

(If yes, provide a list of permit dates and locations on a separate page.)

Do you plan to advertise or issue a press release before the event?

☐Y **No**

Will you distribute printed material?

☐Y **No**

Is there any reason to believe there will be attempts to disrupt, protest or prevent your event? (If yes, please explain on a separate page.)

☐Y **No**

Do you intend to solicit donations or offer items for sale?

(These activities may require an additional permit.)

☐Y **No**

You are encouraged to attach additional pages with information useful in evaluating your permit request including: staging, sound systems, parking plan, security plans, sanitary facilities, crowd control, emergency medical plan, use of any building, site clean-up, etc.

See attached Lend Lease Logistics Plan showing context in which the covered walkway is part of the overall construction logistics planning.

The applicant by his or her signature certifies that all the information given is complete and correct, and that no false or misleading information or statements have been given.

Signature (b) (6) Date 4/29/2014
Printed Name EDMUND NEUMAN Title PROJECT MANAGER

Note: This is an application only, and does not serve as permission to conduct any special activity in the park. The information provided will be used to determine whether a permit will be issued. Send the completed application along with the application fee in the form of a credit card payment, cashier's check, money order or personal check made payable to **National Park Service** to _____ at the Park address found on the first page of this application.

If your request is approved, a permit containing applicable terms and conditions will be sent you. The permit must be signed by the responsible person and returned to the park for final approval by the Park Superintendent before the permitted activity may begin.

Notice to Customers Making Payment by Personal Check: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

NOTICES

Privacy Act Statement: The Privacy Act of 1974 (5 U.S.C. 552a) provides that you be furnished with the following information in connection with information required by this application. This information is being collected to allow the park manager to make a value judgment on whether or not to allow the requested use. Applicants are required to provide their social security or taxpayer identification number for activities subject to collection of fees and charges by the National Park Service (31 U.S.C. 7701). Information from the application may be transferred to appropriate Federal, State, and local agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

Paperwork Reduction Act Statement: We are collecting this information subject to the Paperwork Reduction Act (44 U.S.C. 3501) to provide the park managers the information needed to decide whether or not to allow the requested use. All applicable parts of the form must be completed in order for your request to be considered. You are not required to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

Estimated Burden Statement: Public reporting burden for this form is estimated to average 30 minutes per response including the time it takes to read, gather and maintain data, review instructions and complete the form. Direct comments regarding this burden estimate or any other aspect of this form to the Information Collection Clearance Officer, National Park Service, 1849 C Street NW. (1237), Washington, D.C. 20240

Title 18 U.S.C. Section 1001 makes it a crime for any person to knowingly and willfully make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

Number: _____
(to be assigned by NPS Permit Office)

**Requirements
for
Short Term Construction Permit
National Mall & Memorial Parks**

Contractors requesting to perform work in National Mall & Memorial Parks (NAMA) are required to obtain a permit prior to starting work. It generally will take about 3 weeks to obtain the permit, though some may be faster. For example, simple plans with very low potential for impacts to NPS resources may require less time to permit.

Items to be provided on the permit application include:

1. Description of work including location, staging area, and impacts to NPS resources including but not limited to streets, sidewalks, turf, trees, structures, and access to facilities. (You will be notified if a resource protection plan is required.)

Location: 1100 Pennsylvania Avenue, NW, Washington, DC 20004.

Scope of Work: New Curb Cut Installation: This work involves installing a new curb cut, removal of trees and light fixtures and associated civil engineering, traffic signal modifications and landscaping/paving changes related to the new driveway, handicap ramps and curb cut at 11th Street and Pennsylvania Avenue, NW and handicap ramps installed at the corner of 12th and Pennsylvania Avenue, NW (see Christopher Consultants Drawing No. C 3.1 dated March 24, 2014). (Note: temporary Covered Walkway shown on this drawing is covered under a separate application on NPS Form 10-930). Also note that the construction manager as directed by NPS will not save the concrete planters on Pennsylvania Avenue and the Tenant, Trump Old Post Office LLC, will be permitted to re-use the light fixture locations and wiring currently installed on the lamp poles and lighting the façade of the Old Post Office at their own cost of construction and place the lights on the Tenant electrical meter.

All work is shown on Drawing C 3.1, C-7 and C-11 as prepared by Christopher Consultants.

2. The permittee shall supply 8- by 10-inch photographs (color or black and white) of all park land that will be disturbed under this permit.
3. Name, address, telephone and fax numbers of the representative who will sign the permit for that agency permittee (for example: John Doe, Department of Energy, 1101 L'Enfant Drive,). Typically the permittee is an agency, not a contractor.

Edmund Newman, General Services Administration, 301 7th St. SW, Room 2020, Washington, DC 20407

(b) (6)

4/29/2014

4. Name and cell phone of the representative who will be the on-site, day-to-day contact.

Trump Organization: (b) (6) @trumporg.com

Construction Manager: (b) (6)

GSA: Edmund Newman, 202-401-2881, edmund.newman@gsa.gov

5. Proposed dates and hours of work. Coordinate in advance with park staff regarding special events, rush hours and other considerations.

June 2014 through September 2014. The work dates will be finalized as we get closer to the start of construction in June 2014.

6. Traffic control plan (in accordance with MUTCD) if there is to be any work in an NPS owned street.
and/or
Pedestrian traffic control plan including the handicap accessible route, if interruption to normal pedestrian flow will be disrupted.

See Christopher Consultants Traffic Control Drawing dated February 21, 2014. Pedestrian traffic will be diverted around the curb cut work.

7. Payment of \$250 for application review. This payment will be in the form of a check payable to National Mall & Memorial Parks, from either the applicant or their contractor, or as a credit card payment.
8. A Certificate of Liability Insurance in the amount of \$1M per person for one claim, with an aggregate limit of \$3M. The Certificate of Liability Insurance must show the National Park Service as additionally insured in the Special Provisions block and in the Certificate Holder block. Our address must be shown:

National Park Service
National Mall & Memorial Parks
900 Ohio Drive, SW
Washington, DC 20024

9. A bond in an amount commensurate with the estimate of potential unbudgeted costs to be incurred by the NPS, including restoration of damaged government property, as determined by NPS. The applicant or their contractor may provide the bond. The bond will be in the form of a **check payable to National Mall & Memorial Parks** that will be deposited with the Department of the Treasury until the work, including any restoration of damaged property or unprogrammed work by the NPS, is complete. The purpose of this bond is to assure that government property will be restored to the original condition when the contractor has completed work, and to reimburse NPS staff overtime if any. If costs to the NPS exceed the amount of the bond, the permittee will be billed for actual costs in excess of the bond. If all work and repairs are satisfactory, the amount of the bond, less \$50 for cost of final inspection, will be returned.
10. For return of any portion of the bond described above, two forms must be filled out and returned to this office in compliance with the Debt Collection Improvement Act of 1996 (31 U.S.C.7701). The DCIA requires the Taxpayer Identification Number of persons doing business with the government and requires that Federal payments after July 26, 1999, be issued via Electronic Fund Transfer. This office can provide these two forms, Taxpayer Identification Number (W-9) and the ACH Vendor/Miscellaneous Payment Enrollment Form, either electronically or in paper form.

Internal Use

Assigned to: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Singer Nelson Charlmers 1086 Teaneck Road, Suite 5B Teaneck, NJ 07666	1-212-826-9744	CONTACT NAME: PHONE (A/C, Ho, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	FAX (A/C, No):
INSURED Beyer Blinder Belle Architects and Planners, LLP 41 East 11th Street New York, NY 10003	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: TRAVELERS IND CO	25558
		INSURER B: PHOENIX INS CO	25623
		INSURER C: TRAVELERS CAS INS CO OF AMER	19046
		INSURER D: XL SPECIALTY INS CO	37885
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: (b)(6)

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	(b)(4)	07/01/13	07/01/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		(b)(4)	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	(b)(4)	07/01/13	07/01/14	EACH OCCURRENCE AGGREGATE
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	(b)(4)	07/01/13	07/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
D	Professional Liability		(b)(4)	07/01/13	07/01/14	Per Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: BBB job #6170.

Trump Old Post Office LLC, any subsidiary, affiliated, associated, and/or allied company, corporation, firm or organization of or to Trump Old Post Office LLC, Trump Old Post Development Manager LLC, Donald J. Trump, Donald J. Trump's family members and/or The Trump Organization LLC, and every member, shareholder, officer, director, agent and employee of each of the foregoing, United States General Services Administration and Dalton Advisory Group, LLC are included as Additional Insured for General Liability but only if required by a written contract as respects to work performed by the Insured.

CERTIFICATE HOLDER

CANCELLATION

Trump Old Post Office, LLC

1100 Pennsylvania Avenue NW

Washington, DC 20004

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(b)(6)

afasolas1
ACORD 25 (2009/09)
34451019© 1988-2009 ACORD CORPORATION. All rights reserved.
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Klein Agency, LLC. P.O. Box 219 Timonium MD 21094		CONTACT NAME: PHONE (A/C, No, Ext): (410) 832-7600 FAX (A/C, No): (410) 832-1849 E-MAIL ADDRESS:	
INSURED Christopher Consultants, Ltd. 9900 Main Street, Suite 400 Fairfax VA 22031-3907		INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company INSURER B: Continental Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 13-14	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		(b) (4)	7/1/2013	7/1/2014	EACH OCCURRENCE \$ (b) (4) DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		(b) (4)	7/1/2013	7/1/2014	EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		(b) (4)	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability (Full Prior Acts)			12/29/2013	12/29/2014	Each Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
See attached for specific additional insured wording.

CERTIFICATE HOLDER Trump Old Post Office LLC 725 Fifth Avenue New York,, NY 10022	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Justin Klein/LISA (b) (6)
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ACORD 25 (2010/05)

INS025 (201005) 01

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COMMENTS/REMARKS

If required under an insured written contract, executed prior to any loss, Trump Old Post Office, LLC, any subsidiary, affiliated, associated, and/or allied company, corporation, firm or organization of or to Trump Old Post Office, LLC, Trump Old Post Development Manager, LLC, Donald J Trump, Donald J Trump's family members and/or The Trump Organization LLC, and every member, shareholder, officer, director, agent and employee of each of the foregoing, United States General Services Administration and Dalton Advisory Group, LLC are an Additional Insured under the General Liability Policy, but only with respects to liability arising from work performed by or on behalf of Christopher Consultants, Ltd.

If required under an insured written contract, executed prior to any loss, Trump Old Post Office, LLC, any subsidiary, affiliated, associated, and/or allied company, corporation, firm or organization of or to Trump Old Post Office, LLC, Trump Old Post Development Manager, LLC, Donald J Trump, Donald J Trump's family members and/or The Trump Organization LLC, and every member, shareholder, officer, director, agent and employee of each of the foregoing, United States General Services Administration and Dalton Advisory Group, LLC are Additional Insureds under the Automobile Policy, but only with respects to liability arising from the operation of vehicles by employees of Christopher Consultants, Ltd.

If required under an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for Trump Old Post Office, LLC, any subsidiary, affiliated, associated, and/or allied company, corporation, firm or organization of or to Trump Old Post Office, LLC, Trump Old Post Development Manager, LLC, Donald J Trump, Donald J Trump's family members and/or The Trump Organization LLC, and every member, shareholder, officer, director, agent and employee of each of the foregoing, United States General Services Administration and Dalton Advisory Group, LLC under the General Liability, Automobile Liability and Workers Compensation Policies.

It is further understood that coverage provided the Additional Insured under the General Liability and Automobile Liability shall be primary and non-contributory to any other coverage available to the Additional Insured.



GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION
SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)

301 7TH Street, SW, Room 2080
Washington, D.C. 20407
Tel. (202)708-5236 Fax (202)708-6207

**FEDERAL BUILDING
TEMPORARY OCCUPANCY CERTIFICATE**

PERMIT NO.

DC0029-17-003(REV16)

THIS PERMIT IS VALID ONLY FOR THE PREMISES
OF THE PROJECT ADDRESS

DATE: 6/8/17

ADDRESS: 1100 Pennsylvania Ave., NW Washington, DC 20004	FLOOR(S): Hotel G – 9 Annex G-2	SERVICE DELIVERY CENTER: N/A
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PERMISSION IS HEREBY GRANTED TO: TRUMP INTERNATIONAL HOTEL WASHINGTON DC	TRADING AS:
APPROVED USES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS USES: BUSINESS, ASSEMBLY, MERCANTILE
APPROVED OCCUPANCIES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS OCCUPANCIES: BUSINESS, ASSEMBLY, MERCANTILE

TYPE: BUILDING MODERNIZATION	TERM: Additional 60 days	OCCUPIED SQ. FOOTAGE: 408894 SQ. FEET	DESIGN OCCUPANT LOAD: 8672	EXPIRATION DATE: 8/8/2017
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BUILDING CODE EDITION (AT TIME OF BUILDING CONSTRUCTION): IBC 2012	BUILDING CODE EDITION (AT TIME OF PERMIT ISSUANCE): IBC 2015	TYPE OF CONSTRUCTION: TYPE IB
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DESCRIPTION OF USE: HOTEL, ASSEMBLY, MERCANTILE, RESTAURANT
AREAS EXCLUDED FROM TCO: a. The NPS (as defined in the Lease) space on the 9th, 10th, 12th and 13th floor
NO ELECTRONIC LOCKING OF DOORS PERMITTED EXCEPT DOORS TESTED AND APPROVED IN THE JENSEN HUGHES TESTING REPORT DATED 9-27-16
TCO issued in conjunction with Jensen Hughes Certification Letters : a. TCO Fire Alarm System dated 6/1/2017

- b. TCO Smoke Control System dated 9/10/16
- c. TCO Life Safety Letter dated 2/17/17,
- d. TCO Sprinkler System Letter dated 2/17/2017
- e. Kitchen Hood Fire Suppression Inspection and Acceptance dated 9/8/16
- f. ECS Letter for Recommendation for Partial Occupancy for Trump Old Post Office dated 2/17/2017

THIS CERTIFICATE ENSURES THAT ALL FIRE PROTECTION AND LIFE SAFETY SYSTEMS HAVE BEEN COMPLETED, INSPECTED, SUCCESSFULLY TESTED AND APPROVED TO PROVIDE A REASONABLE DEGREE OF SAFETY TO THE BUILDING OCCUPANTS FROM FIRE AND SIMILAR EMERGENCIES.

LAURA DOYLE P.E.
GSA Fire Protection Engineer
National Capital Region



GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION
SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)
301 7TH Street, SW, Room 2080
Washington, D.C. 20407
Tel. (202)708-5236 Fax (202)708-6207

**FEDERAL BUILDING
OCCUPANCY CERTIFICATE**

**PERMIT NO.
DC0029-17-009**

THIS PERMIT IS VALID ONLY FOR THE PREMISES
OF THE PROJECT ADDRESS

DATE: 4/25/17

ADDRESS: 1100 Pennsylvania Ave., NW Washington, DC 20004	FLOOR(S): Hotel G – 9 Annex G-2	SERVICE DELIVERY CENTER: N/A
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PERMISSION IS HEREBY GRANTED TO: TRUMP INTERNATIONAL HOTEL WASHINGTON DC Summer Garden	TRADING AS: SUMMER GARDEN
APPROVED USES: ASSEMBLY	PREVIOUS USES: N/A
APPROVED OCCUPANCIES: ASSEMBLY, A-2	PREVIOUS OCCUPANCIES: N/A

TYPE: Outdoor Restaurant	TERM: N/A	OCCUPIED SQ. FOOTAGE: 3368 sq/ft	DESIGN OCCUPANT LOAD: 224	EXPIRATION DATE: N/A
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BUILDING CODE EDITON (AT TIME OF BUILDING CONSTRUCTION): IBC 2012	BUILDING CODE EDITON (AT TIME OF PERMIT ISSUANCE): IBC 2015	TYPE OF CONSTRUCTION: TYPE IB
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DESCRIPTION OF USE:

**Outdoor Restaurant, NW and NE Corner of Pennsylvania Ave.
No seating is permitted in front of the Pennsylvania Ave doors to the street / public way.**

**THIS CERTIFICATE ENSURES THAT ALL FIRE PROTECTION AND LIFE SAFETY SYSTEMS HAVE BEEN COMPLETED,
INSPECTED, SUCCESSFULLY TESTED AND APPROVED TO PROVIDE A REASONABLE DEGREE OF SAFETY TO THE
BUILDING OCCUPANTS FROM FIRE AND SIMILAR EMERGENCIES.**

**LAURA DOYLE P.E.
GSA Fire Protection Engineer
National Capital Region**

(b) (6)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
5/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (818) 464-9300 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 15303 Ventura Boulevard, 7th Floor Sherman Oaks, CA 91403-3197	CONTACT NAME: (b)(6) PHONE (A/C, No, Ext): 818-464-9386 FAX (A/C, No): 866-475-9866 E-MAIL ADDRESS: (b)(6)@wellsfargo.com														
INSURED Hirsch /Bedner Associates, Inc.; HBA International 3216 Nebraska Ave. Santa Monica, CA 90404	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Insurance Company of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER B : Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER C : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER D : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Insurance Company of the Midwest	37478	INSURER B : Hartford Accident and Indemnity Company	22357	INSURER C : ACE American Insurance Company	22667	INSURER D : Hartford Fire Insurance Company	19682	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 7720841**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X X	(b) (4)	4/28/2014	4/28/2015	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td rowspan="10" style="text-align: center; vertical-align: middle;">(b) (4)</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td rowspan="3"></td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	(b) (4)	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$	GENERAL AGGREGATE	\$	PRODUCTS - COMP/OP AGG	\$		\$	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$	EACH OCCURRENCE	\$		AGGREGATE	\$		\$
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A		04/28/2014	04/28/2015	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$																				
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																																					
E.L. EACH ACCIDENT		\$																																				
E.L. DISEASE - EA EMPLOYEE		\$																																				
E.L. DISEASE - POLICY LIMIT		\$																																				
C	Professional Liability /E&O			06/12/2013	06/12/2014	(b) (4)																																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Trump Old Post Office LLC, any subsidiary, affiliated, associated, and/or allied company, corporation, firm or organization of or to Trump Old Post Office LLC, Trump Old Post Development Manger LLC, Donald J. Trump, Donald J. Trump's family members and/or The Trump Organization LLC, and every member, shareholder, officer, director, agent and employee of each of the foregoing, United States General Services Administration and Dalton Advisory Group, LLC are included as Additional Insured with a Waiver of Subrogation applicable to the General Liability with respect to the Operation of the Named Insured.

30 day notice of cancellation. 10 day notice of cancellation for nonpayment.

CERTIFICATE HOLDER**CANCELLATION**

Trump Old Post Office LLC 725 Fifth Avenue New York, NY 10022	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE (b) (6) </p>
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ACORD 25 (2014/01)

(This certificate replaces certificate# 7720217 issued on 5/13/2014)

Certificate of Insurance (Con't)**OTHER Coverage**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
D	Property-Valuable Papers			(b) (4)	04/28/2014	04/28/2015	(b) (4)



GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION
SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)

301 7TH Street, SW, Room 2080
Washington, D.C. 20407
Tel. (202)708-5236 Fax (202)708-6207

**FEDERAL BUILDING
TEMPORARY OCCUPANCY CERTIFICATE**

PERMIT NO.
DC0029-16-014

THIS PERMIT IS VALID ONLY FOR THE PREMISES
OF THE PROJECT ADDRESS

DATE: 9/11/2016

ADDRESS: 1100 Pennsylvania Ave., NW Washington, DC 20004	FLOOR(S): Hotel G – 9	SERVICE DELIVERY CENTER: N/A
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PERMISSION IS HEREBY GRANTED TO: TRUMP INTERNATIONAL HOTEL WASHINGTON DC	TRADING AS:
APPROVED USES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS USES: BUSINESS, ASSEMBLY, MERCANTILE
APPROVED OCCUPANCIES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS OCCUPANCIES: BUSINESS, ASSEMBLY, MERCANTILE

TYPE: BUILDING MODERNIZATION	TERM: 30 DAYS	OCCUPIED SQ. FOOTAGE: 400,000 SQ. FEET	DESIGN OCCUPANT LOAD: 6,250	EXPIRATION DATE: 10/11/16
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BUILDING CODE EDITION (AT TIME OF BUILDING CONSTRUCTION): IBC 2012	BUILDING CODE EDITION (AT TIME OF PERMIT ISSUANCE): IBC 2015	TYPE OF CONSTRUCTION: TYPE IB
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DESCRIPTION OF USE:

HOTEL, ASSEMBLY, MERCANTILE, RESTAURANT

AREAS EXCLUDED FROM TCO:

- Northeast corner Trump townhouse – room 141
- Northwest corner Franklin Study bathroom and associated corridor, 1st Floor
- Ground floor: northwest kitchen space, spa
- The entire garage parking area in the annex
- The NPS (as defined in the Lease) space on the 9th, 10th, 12th and 13th floor
- Floor 1, rooms: 110, 112, 114, 116, 118, 120, 121, 122
- Mezzanine level, rooms: M110, M112, M114, M116, M118, M120, M121, M122

- h. Floor 2, rooms: 201, 202, 203, 205, 206, 207, 208, 209, 210, 212, 214, 216, 218, 219, 220, 221, 222, 223, 224, 226, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247
- i. Floor 4, room 401
- j. Floor 5, rooms: 509, 522, 535, 539, 544
- k. The entirety of floor 9 with the exception of the following which are included: C&R office, accounting office, I.T. office, and F&B office
- l. Ground floor: sales and marketing offices, fitness center, Patton and Grant meeting rooms and pre-function (due to lack of carpet installation)
- m. The annex in whole (due to non-functioning or missing stair door closers)
- n. Mezzanine of BLT (due to completion of railing)

NO ELECTRONIC LOCKING OF DOORS PERMITTED

EXTERIOR EMERGENCY LIGHTING SHALL BE PROVIDED BY GUARDS AT C STREET, 12TH STREET, AND 11TH STREET

C STREET BOLLARD AND LANDSCAPE PLANTER HAZARD SHALL BE PROTECTED

STAIR B GROUND FLOOR LEVEL OF EXIT DISCHARGE DOOR SHALL BE MANNED 24 HOURS A DAY TO ENSURE DOOR LATCHES.

TCO issued in conjunction with Jensen Hughes Certification Letters :

- a. TCO Fire Alarm System dated 9/11/16
- b. TCO Smoke Control System dated 9/10/16
- c. TCO Life Safety Letter dated 9/8/16
- d. TCO Sprinkler Testing and Inspection Letter dated 9/11/16
- e. Kitchen Hood Fire Suppression Inspection and Acceptance dated 9/8/16
- f. ECS Letter for Recommendation for Partial Occupancy for Trump Old Post Office dated 9/9/16

THIS CERTIFICATE ENSURES THAT ALL FIRE PROTECTION AND LIFE SAFETY SYSTEMS HAVE BEEN COMPLETED, INSPECTED, SUCCESSFULLY TESTED AND APPROVED TO PROVIDE A REASONABLE DEGREE OF SAFETY TO THE BUILDING OCCUPANTS FROM FIRE AND SIMILAR EMERGENCIES.

LAURA DOYLE, P.E.

**GSA Fire Protection Engineer
National Capital Region**

(b) (6)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Illinois, Inc. 425 N Martingale Road Suite 1100 Schaumburg IL 60173	CONTACT NAME: (b)(6) PHONE (A/C No, Ext): 847.517.3455 E-MAIL ADDRESS: (b)(6)@willis.com FAX (A/C No): 847.517.9033																					
INSURED Hughes Associates Inc Attn: (b)(6) 3610 Commerce Dr, #817 Baltimore MD 21227-1652	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Travelers Ind. Co. of Connect.</td><td>25682</td></tr><tr><td>INSURER B:</td><td>Travelers Prop. & Cas. Co. of Ameri</td><td>31194</td></tr><tr><td>INSURER C:</td><td>Ironshore Speciality Insurance Comp</td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Ind. Co. of Connect.	25682	INSURER B:	Travelers Prop. & Cas. Co. of Ameri	31194	INSURER C:	Ironshore Speciality Insurance Comp		INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	Ironshore Speciality Insurance Comp																					
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 1792319103

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	(b)(4)	1/11/2014	1/11/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp \$500 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll. \$500	Y	Y	(b)(4)	1/11/2014	1/11/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			(b)(4)	1/11/2014	1/11/2015	EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	(b)(4)	1/11/2014	1/11/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
C	Professional Liability with E&O Coverage			(b)(4)	11/17/2013	11/17/2014	Each Occ/Aggregate Limit Per Claim/Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

HAI Project 1HRB-2013, Re: All work performed by the Named Insured
The General Liability policy includes the following as Additional Insureds, when required by written contract, as respects work performed by the Insured: Trump Old Post Office LLC, , any subsidiary, affiliated, associated, and/or allied company, corporation, firm or organization of or to Trump Old Post Office LLC, Trump Old Post Development Manager LLC, Donald J. Trump, Donald J. Trump's family members and/or The Trump Organization LLC, and every member, shareholder, officer, director, agent and employee of each of the foregoing and United States General Services Administration and Dalton Advisory Group, LLC.

CERTIFICATE HOLDER**CANCELLATION**

Trump Old Post Office, LLC 725 Fifth Avenue New York NY 10022	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (b)(6)
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GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION
SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)

301 7TH Street, SW, Room 2080
Washington, D.C. 20407
Tel. (202)708-5236 Fax (202)708-6207

**FEDERAL BUILDING
TEMPORARY OCCUPANCY CERTIFICATE**

PERMIT NO.

DC0029-17-001(REV 9)

THIS PERMIT IS VALID ONLY FOR THE PREMISES

OF THE PROJECT ADDRESS

DATE: 1/11/17

ADDRESS: 1100 Pennsylvania Ave., NW Washington, DC 20004	FLOOR(S): Hotel G – 9 Annex G-2	SERVICE DELIVERY CENTER: N/A		
PERMISSION IS HEREBY GRANTED TO: TRUMP INTERNATIONAL HOTEL WASHINGTON DC	TRADING AS:			
APPROVED USES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS USES: BUSINESS, ASSEMBLY, MERCANTILE			
APPROVED OCCUPANCIES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS OCCUPANCIES: BUSINESS, ASSEMBLY, MERCANTILE			
TYPE: BUILDING MODERNIZATION	TERM: Additional 30 days	OCCUPIED SQ. FOOTAGE: 408894 SQ. FEET	DESIGN OCCUPANT LOAD: 8672	EXPIRATION DATE: 1/31/17
BUILDING CODE EDITON (AT TIME OF BUILDING CONSTRUCTION): IBC 2012	BUILDING CODE EDITON (AT TIME OF PERMIT ISSUANCE): IBC 2015	TYPE OF CONSTRUCTION: TYPE IB		

DESCRIPTION OF USE:

HOTEL, ASSEMBLY, MERCANTILE, RESTAURANT

AREAS EXCLUDED FROM TCO:

- a. Ground floor: northwest kitchen space
- b. The NPS (as defined in the Lease) space on the 9th, 10th, 12th and 13th floor
- c. Mezzanine level, rooms: M110, M112, M114, M116, M118, M120, M121, M122

NO ELECTRONIC LOCKING OF DOORS PERMITTED EXCEPT DOORS TESTED AND APPROVED IN THE JENSEN HUGHES TESTING REPORT DATED 9-27-16

TCO issued in conjunction with Jensen Hughes Certification Letters :

- a. TCO Fire Alarm System dated 1/10/17
- b. TCO Smoke Control System dated 9/10/16
- c. TCO Life Safety Letter dated 1/10/17, rev 7
- d. TCO Sprinkler System Letter dated 1/10/17, rev 7
- e. Kitchen Hood Fire Suppression Inspection and Acceptance dated 9/8/16
- f. ECS Letter for Recommendation for Partial Occupancy for Trump Old Post Office dated 10/4/16

THIS CERTIFICATE ENSURES THAT ALL FIRE PROTECTION AND LIFE SAFETY SYSTEMS HAVE BEEN COMPLETED, INSPECTED, SUCCESSFULLY TESTED AND APPROVED TO PROVIDE A REASONABLE DEGREE OF SAFETY TO THE BUILDING OCCUPANTS FROM FIRE AND SIMILAR EMERGENCIES.

TSABIKOS PAPADIMITRIS, P.E.

**GSA Fire Protection Engineer
National Capital Region**

(b) (6)



GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION
SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)

301 7TH Street, SW, Room 2080
Washington, D.C. 20407
Tel. (202)708-5236 Fax (202)708-6207

**FEDERAL BUILDING
TEMPORARY OCCUPANCY CERTIFICATE**

PERMIT NO.

DC0029-16-014(REV 1)

THIS PERMIT IS VALID ONLY FOR THE PREMISES

OF THE PROJECT ADDRESS

DATE: 9/12/2016

ADDRESS: 1100 Pennsylvania Ave., NW Washington, DC 20004	FLOOR(S): Hotel G – 9 Annex G-2	SERVICE DELIVERY CENTER: N/A
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PERMISSION IS HEREBY GRANTED TO: TRUMP INTERNATIONAL HOTEL WASHINGTON DC	TRADING AS:
APPROVED USES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS USES: BUSINESS, ASSEMBLY, MERCANTILE
APPROVED OCCUPANCIES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS OCCUPANCIES: BUSINESS, ASSEMBLY, MERCANTILE

TYPE: BUILDING MODERNIZATION	TERM: 30 DAYS	OCCUPIED SQ. FOOTAGE: 408894 SQ. FEET	DESIGN OCCUPANT LOAD: 8672	EXPIRATION DATE: 10/11/16
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BUILDING CODE EDITON (AT TIME OF BUILDING CONSTRUCTION): IBC 2012	BUILDING CODE EDITON (AT TIME OF PERMIT ISSUANCE): IBC 2015	TYPE OF CONSTRUCTION: TYPE IB
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DESCRIPTION OF USE:

HOTEL, ASSEMBLY, MERCANTILE, RESTAURANT

AREAS EXCLUDED FROM TCO:

- Northeast corner Trump townhouse – room 141
- Northwest corner Franklin Study bathroom and associated corridor, 1st Floor
- Ground floor: northwest kitchen space, spa
- The entire garage parking area in the annex
- The NPS (as defined in the Lease) space on the 9th, 10th, 12th and 13th floor
- Floor 1, rooms: 110, 112, 114, 116, 118, 120, 121, 122
- Mezzanine level, rooms: M110, M112, M114, M116, M118, M120, M121, M122

- h. Floor 2, rooms: 201, 202, 203, 205, 206, 207, 208, 209, 210, 212, 214, 216, 218, 219, 220, 221, 222, 223, 224, 226, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247
- i. Floor 4, room 401
- j. Floor 5, rooms: 509, 522, 535, 539, 544
- k. The entirety of floor 9 with the exception of the following which are included: C&R office, accounting office, I.T. office, and F&B office
- l. Ground floor: Grant meeting rooms

NO ELECTRONIC LOCKING OF DOORS PERMITTED EXCEPT PENNSYLVANIA AVE HOTEL 1ST FLOOR SMOKE DOORS, 11TH STREET HOTEL 1ST FLOOR SMOKE DOORS, 12TH STREET HOTEL 1ST FLOOR SMOKE DOORS, AND ANNEX MAIN ENTRANCE DOORS

LANDSCAPE PLANTER HAZARD SHALL BE PROTECTED

STAIR A-E 1ST FLOOR, AND STAIR A-C 1ST AND GROUND FLOOR, DOORS MUST BE MANNED DURING EVENTS IN THE ANNEX

TCO issued in conjunction with Jensen Hughes Certification Letters :

- a. TCO Fire Alarm System dated 9/11/16
- b. TCO Smoke Control System dated 9/10/16
- c. TCO Life Safety Letter dated 9/8/16
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- e. Kitchen Hood Fire Suppression Inspection and Acceptance dated 9/8/16
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LAURA DOYLE, P.E.

**GSA Fire Protection Engineer
National Capital Region**

(b) (6)



GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION
SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)

301 7TH Street, SW, Room 2080
Washington, D.C. 20407
Tel. (202)708-5236 Fax (202)708-6207

**FEDERAL BUILDING
TEMPORARY OCCUPANCY CERTIFICATE**

PERMIT NO.

DC0029-16-014(REV 1)

THIS PERMIT IS VALID ONLY FOR THE PREMISES

OF THE PROJECT ADDRESS

DATE: 9/12/2016

ADDRESS: 1100 Pennsylvania Ave., NW Washington, DC 20004	FLOOR(S): Hotel G – 9 Annex G-2	SERVICE DELIVERY CENTER: N/A
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PERMISSION IS HEREBY GRANTED TO: TRUMP INTERNATIONAL HOTEL WASHINGTON DC	TRADING AS:
APPROVED USES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS USES: BUSINESS, ASSEMBLY, MERCANTILE
APPROVED OCCUPANCIES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS OCCUPANCIES: BUSINESS, ASSEMBLY, MERCANTILE

TYPE: BUILDING MODERNIZATION	TERM: 30 DAYS	OCCUPIED SQ. FOOTAGE: 408894 SQ. FEET	DESIGN OCCUPANT LOAD: 8672	EXPIRATION DATE: 10/11/16
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BUILDING CODE EDITON (AT TIME OF BUILDING CONSTRUCTION): IBC 2012	BUILDING CODE EDITON (AT TIME OF PERMIT ISSUANCE): IBC 2015	TYPE OF CONSTRUCTION: TYPE IB
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DESCRIPTION OF USE:

HOTEL, ASSEMBLY, MERCANTILE, RESTAURANT

AREAS EXCLUDED FROM TCO:

- Northeast corner Trump townhouse – room 141
- Northwest corner Franklin Study bathroom and associated corridor, 1st Floor
- Ground floor: northwest kitchen space, spa
- The entire garage parking area in the annex
- The NPS (as defined in the Lease) space on the 9th, 10th, 12th and 13th floor
- Floor 1, rooms: 110, 112, 114, 116, 118, 120, 121, 122
- Mezzanine level, rooms: M110, M112, M114, M116, M118, M120, M121, M122

- h. Floor 2, rooms: 201, 202, 203, 205, 206, 207, 208, 209, 210, 212, 214, 216, 218, 219, 220, 221, 222, 223, 224, 226, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247
- i. Floor 4, room 401
- j. Floor 5, rooms: 509, 522, 535, 539, 544
- k. The entirety of floor 9 with the exception of the following which are included: C&R office, accounting office, I.T. office, and F&B office
- l. Ground floor: Grant meeting rooms

NO ELECTRONIC LOCKING OF DOORS PERMITTED EXCEPT PENNSYLVANIA AVE HOTEL 1ST FLOOR SMOKE DOORS, 11TH STREET HOTEL 1ST FLOOR SMOKE DOORS, 12TH STREET HOTEL 1ST FLOOR SMOKE DOORS, AND ANNEX MAIN ENTRANCE DOORS

LANDSCAPE PLANTER HAZARD SHALL BE PROTECTED

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- c. TCO Life Safety Letter dated 9/8/16
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LAURA DOYLE, P.E.

**GSA Fire Protection Engineer
National Capital Region**

(b) (6)



GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION
SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)

301 7TH Street, SW, Room 2080
Washington, D.C. 20407
Tel. (202)708-5236 Fax (202)708-6207

**FEDERAL BUILDING
TEMPORARY OCCUPANCY CERTIFICATE**

PERMIT NO.

DC0029-16-021(REV 7)

THIS PERMIT IS VALID ONLY FOR THE PREMISES
OF THE PROJECT ADDRESS

DATE: 11/10/16

ADDRESS: 1100 Pennsylvania Ave., NW Washington, DC 20004	FLOOR(S): Hotel G – 9 Annex G-2	SERVICE DELIVERY CENTER: N/A		
PERMISSION IS HEREBY GRANTED TO: TRUMP INTERNATIONAL HOTEL WASHINGTON DC	TRADING AS:			
APPROVED USES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS USES: BUSINESS, ASSEMBLY, MERCANTILE			
APPROVED OCCUPANCIES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS OCCUPANCIES: BUSINESS, ASSEMBLY, MERCANTILE			
TYPE: BUILDING MODERNIZATION	TERM: Additional 30 days	OCCUPIED SQ. FOOTAGE: 408894 SQ. FEET	DESIGN OCCUPANT LOAD: 8672	EXPIRATION DATE: 12/11/16
BUILDING CODE EDITON (AT TIME OF BUILDING CONSTRUCTION): IBC 2012	BUILDING CODE EDITON (AT TIME OF PERMIT ISSUANCE): IBC 2015	TYPE OF CONSTRUCTION: TYPE IB		

DESCRIPTION OF USE:

HOTEL, ASSEMBLY, MERCANTILE, RESTAURANT

AREAS EXCLUDED FROM TCO:

- Northeast corner Trump townhouse – room 141
- Ground floor: northwest kitchen space, spa
- Mezzanine level, rooms: M110, M112, M114, M116, M118, M120, M121, M122
- The entirety of floor 9 with the exception of the following which are included: C&R office, accounting office, I.T. office, and F&B office

The NPS tower spaces can only be occupied when the 9th through 13th floor are provided with an approved FIRE WATCH as the life safety systems have not yet been installed and approved.

**NO ELECTRONIC LOCKING OF DOORS PERMITTED DOORS TESTED AND APPROVED IN THE
JENSEN HUGHES TESTING REPORT DATED 9-27-16**

TCO issued in conjunction with Jensen Hughes Certification Letters :

- a. TCO Fire Alarm System dated 9/11/16, rev 10/31/16
- b. TCO Smoke Control System dated 9/10/16
- c. TCO Life Safety Letter dated 10/4/16, rev 10/31/16
- d. TCO Sprinkler System Letter dated 10/4/16, rev 10/31/16
- e. Kitchen Hood Fire Suppression Inspection and Acceptance dated 9/8/16
- f. ECS Letter for Recommendation for Partial Occupancy for Trump Old Post Office dated 10/4/16

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BUILDING OCCUPANTS FROM FIRE AND SIMILAR EMERGENCIES.**

LAURA DOYLE, P.E.

**GSA Fire Protection Engineer
National Capital Region**

(b) (6)



CERTIFICATE OF LIABILITY INSURANCE

ROBER-7

OP ID: CW

DATE (MM/DD/YYYY)

05/05/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McCartney & Rosenberry Group 477 Ashford Ave. Ardsey, NY 10502 Clifton H. Rosenberry		Phone: 914-693-3500 Fax: 914-693-3980	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL ADDRESS:																					
INSURED Robert Silman Associates P.C Robert Silman Associates PLLC 1053 31st Street NW Washington, DC 20007		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>The Charter Oak Fire Insurance</td><td>080</td></tr><tr><td>INSURER B :</td><td>Travelers Indemnity Company</td><td></td></tr><tr><td>INSURER C :</td><td>The Phoenix Insurance Company</td><td>282</td></tr><tr><td>INSURER D :</td><td>Travelers Indemnity Company of</td><td>354</td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	The Charter Oak Fire Insurance	080	INSURER B :	Travelers Indemnity Company		INSURER C :	The Phoenix Insurance Company	282	INSURER D :	Travelers Indemnity Company of	354	INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A :	The Charter Oak Fire Insurance	080																						
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INSURER E :																								
INSURER F :																								

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> EBL1 Mill GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-VECT <input checked="" type="checkbox"/> LOC	X	(b) (4)	12/14/2013	12/14/2014	EACH OCCURRENCE \$ (b) (4) DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	(b) (4)	12/14/2013	12/14/2014	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ (b) (4)	X	(b) (4)	12/14/2013	12/14/2014	EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A	N/A	(b) (4)	12/14/2013	12/13/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property Section Special, R/C		(b) (4)	12/14/2013	12/14/2014	BPP Val Paper

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SEE HOLDER NOTES FOR ADDITIONAL INSURED

CERTIFICATE HOLDER**CANCELLATION**

Trump Old Post Office, LLC c/o The Trump Organization Attn: (b)(6) 725 Fifth Avenue New York, NY 10022	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. (b) (6)
--	---

NOTEPAD:

HOLDER CODE

INSURED'S NAME

Robert Silman Associates P.C

ROBER-7

OP ID: CW

PAGE 2

DATE 05/05/14

Trump Old Post Office LLC, any subsidiary, affiliated, associated, and/or allied company, corporation, firm or organization of or to Trump Old Post Office LLC, Trump Old Post Development Manager LLC, Donald J. Trump, Donald J. Trump's family members and/or The Trump Organization LLC, and every member, shareholder, officer, director, agent and employee of each of the foregoing, United States General Services Administration and Dalton Advisory Group, LLC. are additional insured with respect to general liability per forms CGD381; CGF438 & CGD037 and auto per form CA2048. All the above policies have been endorsed to provide written notice of cancellation, non-renewal as the case may be to the Certificate Holder per forms: ILT400, CAT804, ILF028 and WC9906.



GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION
SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)

301 7TH Street, SW, Room 2080
Washington, D.C. 20407
Tel. (202)708-5236 Fax (202)708-6207

**FEDERAL BUILDING
PERMANENT OCCUPANCY CERTIFICATE**

**PERMIT NO.
DC0029-16-016**

THIS PERMIT IS VALID ONLY FOR THE PREMISES
OF THE PROJECT ADDRESS

DATE: 9/11/2016

ADDRESS: 1100 Pennsylvania Ave., NW Washington, DC 20004	FLOOR(S): Ground	SERVICE DELIVERY CENTER: N/A		
PERMISSION IS HEREBY GRANTED TO: STARBUCKS TENANT 7	TRADING AS:			
APPROVED USES: A-2	PREVIOUS USES: BUSINESS			
APPROVED OCCUPANCIES: A-2	PREVIOUS OCCUPANCIES: BUSINESS			
TYPE: BUILDING MODERNIZATION	TERM: N/A	OCCUPIED SQ. FOOTAGE: 1636 SQ. FEET	DESIGN OCCUPANT LOAD: 80	EXPIRATION DATE: N/A
BUILDING CODE EDITION (AT TIME OF BUILDING CONSTRUCTION): IBC 2012	BUILDING CODE EDITION (AT TIME OF PERMIT ISSUANCE): IBC 2015	TYPE OF CONSTRUCTION: TYPE IB		

DESCRIPTION OF USE: Restaurant
--

THIS CERTIFICATE ENSURES THAT ALL FIRE PROTECTION AND LIFE SAFETY SYSTEMS HAVE BEEN COMPLETED, INSPECTED, SUCCESSFULLY TESTED AND APPROVED TO PROVIDE A REASONABLE DEGREE OF SAFETY TO THE BUILDING OCCUPANTS FROM FIRE AND SIMILAR EMERGENCIES.

LAURA DOYLE, P.E. GSA Fire Protection Engineer National Capital Region	(b) (6)
--	---------

Number: _____
(to be assigned by NPS Permit Office)

**Requirements
for
Short Term Construction Permit
National Mall & Memorial Parks**

Contractors requesting to perform work in National Mall & Memorial Parks (NAMA) are required to obtain a permit prior to starting work. It generally will take about 3 weeks to obtain the permit, though some may be faster. For example, simple plans with very low potential for impacts to NPS resources may require less time to permit.

Items to be provided on the permit application include:

1. Description of work including location, staging area, and impacts to NPS resources including but not limited to streets, sidewalks, turf, trees, structures, and access to facilities. (You will be notified if a resource protection plan is required.)

Location: 1100 Pennsylvania Avenue, NW, Washington, DC 20004.

Scope of Work: New Curb Cut Installation: This work involves installing a new curb cut, removal of trees and light fixtures and associated civil engineering, traffic signal modifications and landscaping/paving changes related to the new driveway, handicap ramps and curb cut at 11th Street and Pennsylvania Avenue, NW and handicap ramps installed at the corner of 12th and Pennsylvania Avenue, NW (see Christopher Consultants Drawing No. C 3.1 dated March 24, 2014). (Note: temporary Covered Walkway shown on this drawing is covered under a separate application on NPS Form 10-930). Also note that the construction manager as directed by NPS will not save the concrete planters on Pennsylvania Avenue and the Tenant, Trump Old Post Office LLC, will be permitted to re-use the light fixture locations and wiring currently installed on the lamp poles and lighting the façade of the Old Post Office at their own cost of construction and place the lights on the Tenant electrical meter.

All work is shown on Drawing C 3.1, C-7 and C-11 as prepared by Christopher Consultants.

2. The permittee shall supply 8- by 10-inch photographs (color or black and white) of all park land that will be disturbed under this permit.
3. Name, address, telephone and fax numbers of the representative who will sign the permit for that agency permittee (for example: John Doe, Department of Energy, 1101 L'Enfant Drive,). Typically the permittee is an agency, not a contractor.

Edmund Newman, General Services Administration, 301 7th St. SW, Room 2020, Washington, DC 20407

(b) (6)

4/27/2014

4. Name and cell phone of the representative who will be the on-site, day-to-day contact.
Trump Organization: (b) (6) @trumporg.com
Construction Manager: (b) (6)
GSA: Edmund Newman, 202-401-2881, edmund.newman@gsa.gov

5. Proposed dates and hours of work. Coordinate in advance with park staff regarding special events, rush hours and other considerations.

June 2014 through September 2014. The work dates will be finalized as we get closer to the start of construction in June 2014.

6. Traffic control plan (in accordance with MUTCD) if there is to be any work in an NPS owned street.
and/or
Pedestrian traffic control plan including the handicap accessible route, if interruption to normal pedestrian flow will be disrupted.

See Christopher Consultants Traffic Control Drawing dated February 21, 2014. Pedestrian traffic will be diverted around the curb cut work.

7. Payment of \$250 for application review. This payment will be in the form of a check payable to National Mall & Memorial Parks, from either the applicant or their contractor, or as a credit card payment.
8. A Certificate of Liability Insurance in the amount of \$1M per person for one claim, with an aggregate limit of \$3M. The Certificate of Liability Insurance must show the National Park Service as additionally insured in the Special Provisions block and in the Certificate Holder block. Our address must be shown:

National Park Service
National Mall & Memorial Parks
900 Ohio Drive, SW
Washington, DC 20024

9. A bond in an amount commensurate with the estimate of potential unbudgeted costs to be incurred by the NPS, including restoration of damaged government property, as determined by NPS. The applicant or their contractor may provide the bond. The bond will be in the form of a **check payable to National Mall & Memorial Parks** that will be deposited with the Department of the Treasury until the work, including any restoration of damaged property or unprogrammed work by the NPS, is complete. The purpose of this bond is to assure that government property will be restored to the original condition when the contractor has completed work, and to reimburse NPS staff overtime if any. If costs to the NPS exceed the amount of the bond, the permittee will be billed for actual costs in excess of the bond. If all work and repairs are satisfactory, the amount of the bond, less \$50 for cost of final inspection, will be returned.
10. For return of any portion of the bond described above, two forms must be filled out and returned to this office in compliance with the Debt Collection Improvement Act of 1996 (31 U.S.C.7701). The DCIA requires the Taxpayer Identification Number of persons doing business with the government and requires that Federal payments after July 26, 1999, be issued via Electronic Fund Transfer. This office can provide these two forms, Taxpayer Identification Number (W-9) and the ACH Vendor/Miscellaneous Payment Enrollment Form, either electronically or in paper form.

Internal Use

Assigned to: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038 3551 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283 7122	FAX (A/C. No.): 800 363 0105
INSURED Trump Old Post Office, LLC 1100 Pennsylvania Avenue NW Washington DC 20004 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: QBE Insurance Corporation	39217
	INSURER B: ACE Property & Casualty Insurance Co.	20699
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** (b) (4)**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			(b) (4)	05/16/2013	05/16/2014	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG
	OTHER:						SIR/Deductible
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB				05/16/2013	05/16/2014	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED <input checked="" type="checkbox"/> RETENTION (b) (4)						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT
							E L DISEASE-EA EMPLOYEE
							E L DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Trump Old Post Office, LLC (tenant) 1100 Pennsylvania Avenue NW, Washington DC, 20004. Government & National Parks Service are included as an Additional Insured as it relates to operations performed under this contract, in accordance with the provisions of the General Liability policy. The Landlord in the OPO Lease is defined as "The UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (together with its permitted successors under this Lease, 'Landlord')". Privileged and Confidential Information not Subject to Release to the Public Under The freedom of information Act.

CERTIFICATE HOLDER**CANCELLATION**

National Park Service National Mall & Memorial Parks 900 Ohio Drive, SW Washington DC 20024 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>



GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION
SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)

301 7TH Street, SW, Room 2080
Washington, D.C. 20407
Tel. (202)708-5236 Fax (202)708-6207

**FEDERAL BUILDING
TEMPORARY OCCUPANCY CERTIFICATE**

PERMIT NO. **DC0029-17-002(REV10)** **THIS PERMIT IS VALID ONLY FOR THE PREMISES**
OF THE PROJECT ADDRESS **DATE: 1/13/17**

ADDRESS: 1100 Pennsylvania Ave., NW Washington, DC 20004	FLOOR(S): Hotel G – 9 Annex G-2	SERVICE DELIVERY CENTER: N/A
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PERMISSION IS HEREBY GRANTED TO: TRUMP INTERNATIONAL HOTEL WASHINGTON DC	TRADING AS:
APPROVED USES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS USES: BUSINESS, ASSEMBLY, MERCANTILE
APPROVED OCCUPANCIES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS OCCUPANCIES: BUSINESS, ASSEMBLY, MERCANTILE

TYPE: BUILDING MODERNIZATION	TERM: Additional 30 days	OCCUPIED SQ. FOOTAGE: 408894 SQ. FEET	DESIGN OCCUPANT LOAD: 8672	EXPIRATION DATE: 1/31/17
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BUILDING CODE EDITON (AT TIME OF BUILDING CONSTRUCTION): IBC 2012	BUILDING CODE EDITON (AT TIME OF PERMIT ISSUANCE): IBC 2015	TYPE OF CONSTRUCTION: TYPE IB
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DESCRIPTION OF USE:

HOTEL, ASSEMBLY, MERCANTILE, RESTAURANT

AREAS EXCLUDED FROM TCO:

- a. The NPS (as defined in the Lease) space on the 9th, 10th, 12th and 13th floor
- b. Mezzanine level, rooms: M05 and M06

**NO ELECTRONIC LOCKING OF DOORS PERMITTED EXCEPT DOORS TESTED AND APPROVED IN
THE JENSEN HUGHES TESTING REPORT DATED 9-27-16**

TCO issued in conjunction with Jensen Hughes Certification Letters :

- a. TCO Fire Alarm System dated 1/10/17
- b. TCO Smoke Control System dated 9/10/16
- c. TCO Life Safety Letter dated 1/10/17, rev 7
- d. TCO Sprinkler System Letter dated 1/10/17, rev 7
- e. Kitchen Hood Fire Suppression Inspection and Acceptance dated 9/8/16
- f. ECS Letter for Recommendation for Partial Occupancy for Trump Old Post Office dated 10/4/16

THIS CERTIFICATE ENSURES THAT ALL FIRE PROTECTION AND LIFE SAFETY SYSTEMS HAVE BEEN COMPLETED, INSPECTED, SUCCESSFULLY TESTED AND APPROVED TO PROVIDE A REASONABLE DEGREE OF SAFETY TO THE BUILDING OCCUPANTS FROM FIRE AND SIMILAR EMERGENCIES.

TSABIKOS PAPADIMITRIS, P.E.

**GSA Fire Protection Engineer
National Capital Region**

(b) (6)



Notice – Offer of Terrorism Insurance Coverage

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Your quote/policy includes the following premium for terrorism coverage:

TERRORISM PREMIUM:

\$ (b) (4)

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED ABOVE AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

REJECTION OF TERRORISM INSURANCE COVERAGE

You have a right to reject our offer of terrorism coverage. By rejecting our offer, you are authorizing the attachment of a terrorism exclusion to your policy. You may reject this offer of terrorism coverage by (1) checking the “reject” option below, (2) signing this form and (3) returning this form to your insurance agent.

If we receive a rejection notice or if we fail to receive the above Terrorism Premium, coverage will be deleted as of the policy effective date. Coverage for losses provided under the Terrorism Risk Insurance Act will not be added to the policy once coverage has been rejected for this policy term.

	I hereby reject the offer of terrorism coverage. I understand that I will have no coverage for losses resulting from certified acts of terrorism.
	I hereby accept the offer of terrorism coverage.

Policyholder / Applicant's Signature

Insurance Company

Print Name

Policy / Quote Number

Date

COMMON POLICY DECLARATIONS

COMPANY NAME AREA QBE INSURANCE CORPORATION		PRODUCER NAME AREA AON RISK SERVICES COMPANIES INC	
NAMED INSURED: <u>THE TRUMP ORGANIZATION AS PER SCHEDULE</u>		MAILING ADDRESS: <u>721-725 FIFTH AVE</u> <u>NEW YORK NY 10022</u>	
POLICY PERIOD: FROM <u>05/16/2013</u> TO <u>05/16/2014</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE			
BUSINESS DESCRIPTION		REAL ESTATE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
	PREMIUM
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART	\$ _____
COMMERCIAL AUTOMOBILE COVERAGE PART	\$ _____
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$ (b) (4)
COMMERCIAL INLAND MARINE COVERAGE PART	\$ _____
COMMERCIAL LIABILITY UMBRELLA	\$ _____
COMMERCIAL PROPERTY COVERAGE PART	\$ _____
CRIME AND FIDELITY COVERAGE PART	\$ _____
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART	\$ _____
EQUIPMENT BREAKDOWN COVERAGE PART	\$ _____
FARM COVERAGE PART	\$ _____
LIQUOR LIABILITY COVERAGE PART	\$ (b) (4)
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART	\$ _____
POLLUTION LIABILITY COVERAGE PART	\$ _____
	\$ _____
TOTAL:	\$ (b) (4)

Premium shown is payable: \$ (b) (4) at inception. \$ _____

ALL PREMISES YOU OWN, RENT OR OCCUPY	
LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
	COMPOSITE RATED PER ATTACHED ENDORSEMENT

CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp Ops
			\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$
PREMIUM SHOWN IS PAYABLE:				STATE TAX OR OTHER (if applicable)		\$	
				TOTAL PREMIUM (SUBJECT TO AUDIT)		\$ (b) (4)	
				AT INCEPTION		\$	
				AT EACH ANNIVERSARY (IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)		\$	
AUDIT PERIOD (IF APPLICABLE)				<input checked="" type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI-ANNUALLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY

ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY: PER IL 7026L-3

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By:
(Date)	(Authorized Representative)

ALL PREMISES YOU OWN, RENT OR OCCUPY	
LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
	COMPOSITE RATED PER ATTACHED ENDORSEMENT

CLASSIFICATION AND PREMIUM				
CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE	ADVANCE PREMIUM
		\$	\$	\$
		\$	\$	\$
		STATE TAX OR OTHER (if applicable) \$		
		TOTAL PREMIUM (SUBJECT TO AUDIT) \$ (b) (4)		
PREMIUM SHOWN IS PAYABLE:		AT INCEPTION \$ (b) (4)		
		AT EACH ANNIVERSARY \$		
		(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)		
AUDIT PERIOD (IF APPLICABLE)		<input checked="" type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> MONTHLY		

ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY:
PER IL 7026L-3

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By:
(Date)	(Authorized Representative)

NOTE

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

ENDORSEMENT

THE NAMED INSURED IS:

TRUMP ORGANIZATION
TRUMP ORGANIZATION INC
TRUMP ORGANIZATION LLC
DONALD J TRUMP (INDIVIDUALLY)*
THE TRUMP GROUP
FLORIDA PROPERTIES MANAGEMENT LC
MAR-A-LAGO CLUB INC
MAR-A-LAGO CLUB LLC
THE TRUMP CORPORATION
TRUMP INTERNATIONAL GOLF CLUB
TRUMP LAS VEGAS SALES & MARKETING INC*
TRUMP NATIONAL GOLF CLUB LLC
TRUMP NATIONAL GOLF CLUB AT BRIARCLIFF
THE RESIDENCES AT TRUMP NATIONAL GOLF CLUB
TRUMP BRIARCLIFF MANOR DEVELOPMENT LLC
BRIARCLIFF PROPERTIES INC
TRUMP NATIONAL GOLF CLUB AT BEDMINSTER
LAMINGTON FARM CLUB LLC
LAMINGTON FARM GOLF CLUB LLC
LAMINGTON EQUESTRIAN ASSOCIATION INC
LAMINGTON FARM PROPERTY MANAGEMENT LLC
LF REALTY LLC
TRUMP PARK AVENUE LLC
TRUMP PAYROLL CORP
TRUMP PROPERTIES LLC
TRUMP RESTAURANTS LLC
40 WALL STREET
TRUMP TOWER COMMERCIAL LLC
TRUMP TOWER MANAGING MEMBER LLC
TRUMP UNIVERSITY LLC
DJT UNIVERSITY MEMBER LLC
DJT UNIVERSITY MANAGING MEMBER LLC
TRUMP - SEXTON GROUP
WOLLMAN RINK OPERATIONS LLC
401 NORTH WABASH VENTURE LLC (SALES OFFICE ONLY)
TRUMP INTERNATIONAL HOTELS MANAGEMENT LLC
TRUMP MARKS LLC
TRUMP MARKS GP CORP
TRUMP MARKS HOLDINGS LP
IVANKA MARKS HOLDINGS CORP
IVANKA TRUMP MARKS LLC
TRUMP DELMONICO LLC
TRUMP 106 CPS LLC
TRUMP CPS CORP
TRUMP CPS DEVELOPMENT LLC
TRUMP PARC CONDOMINIUM
TRUMP CAROUSEL
TRUMP NATIONAL GOLF CLUB LOS ANGELES
DONALD TRUMP JR

ENDORSEMENT

NAMED INSURED (CONTINUED)

IVANKA TRUMP
ERIC TRUMP WINERY
845 UN LIMITED PARTNERSHIP
TRUMP 845 US
THE DONALD J TRUMP FOUNDATION
TRUMP ACQUISITION LLC
TRUMP FLORIDA MANAGEMENT
TRUMP ICE
VH PROPERTY

PRIVILEGED AND CONFIDENTIAL INFORMATION.
NOT SUBJECT TO R LEASE TO THE PUBLIC UNDER THE
FREEDOM OF INFO TION CT.

ENDORSEMENT

*PREMIUM SHOWN IS PAYABLE: AT INCEPTION INCLUDES THE FOLLOWING:

FL HURRICANE ASSESSMENT FUND SURCHARGE OF (b) (4)

PRIVILEGED AND CONFIDENTIAL INFORMATION.
NOT SUBJECT TO RELEASE TO THE PUBLIC UNDER THE
FREEDOM OF INFORMATION ACT.

ENDORSEMENT

COMPOSITE RATE ENDORSEMENT

GENERAL LIABILITY AUDITABLE AT A RATE OF (b) (4) PER 1,000 OF SQUARE FOOTAGE BASED
ON TOTAL SQUARE FOOTAGE OF (b) (4)

LIQUOR LIABILITY AUDITABLE AT A RATE OF (b) (4) PER \$1,000 OF RECEIPTS BASED ON
TOTAL RECEIPTS OF (b) (4)

PRIVILEGED AND CONFIDENTIAL INFORMATION.
NOT SUBJECT TO RELEASE TO THE PUBLIC UNDER THE
FREEDOM OF INFORMATION ACT.

COMMERCIAL LIABILITY POLICY

RENEWAL DECLARATION

RENEWAL OF:

(b) (4)

POLICY NUMBER	POLICY PERIOD		COVERAGE IS PROVIDED IN THE	AGENCY
(b) (4)	05/16/2013	05/16/2014	QBE INSURANCE CORPORATION	(b) (4)
NAMED INSURED AND ADDRESS			AGENT	
THE TRUMP ORGANIZATION AS PER SCHEDULE 721-725 FIFTH AVE NEW YORK NY 10022			AON RISK SERVICES COMPANIES INC 199 WATER ST NEW YORK NY 061 10038	

---S T A T E M E N T O F A C C O U N T---

(b) (4) AGENCY BILL
THE TRUMP ORGANIZATION

DEPOSIT PREMIUM (b) (4)
SUBJECT TO AUDIT.

YOUR INDEPENDENT AGENT IS WORKING FOR YOU
ISSUE DATE - 07/03/2013

PREMIUMS ARE PAYABLE TO

AON RISK SERVICES
COMPANIES INC
199 WATER ST
NEW YORK NY 10038

(b) (4)

AGENT COPY

PAGE 1 OF 1

COMMERCIAL LIABILITY POLICY

RENEWAL DECLARATION

RENEWAL OF:

(b) (4)

POLICY NUMBER	POLICY PERIOD		COVERAGE IS PROVIDED IN THE	AGENCY
(b) (4)	05/16/2013	05/16/2014	QBE INSURANCE CORPORATION	(b) (4)
NAMED INSURED AND ADDRESS			AGENT	
THE TRUMP ORGANIZATION AS PER SCHEDULE 721-725 FIFTH AVE NEW YORK NY 10022			AON RISK SERVICES COMPANIES INC 199 WATER ST NEW YORK NY 061 10038	

---COMMISSION SCHEDULE---

PERCENT GROSS PREMIUM THIS TRAN

(b) (4)

(b) (4)

---STATEMENT OF ACCOUNT---

(b) (4)

AGENCY BILL

THE TRUMP ORGANIZATION

DEPOSIT PREMIUM (b) (4)
SUBJECT TO AUDIT.

YOUR INDEPENDENT AGENT IS WORKING FOR YOU
ISSUE DATE - 07/03/2013

PREMIUMS ARE PAYABLE TO

AON RISK SERVICES
COMPANIES INC
199 WATER ST
NEW YORK NY

10038



Commercial Lines Policy

Home Office:

c/o CT Corporation System
116 Pine Street, Suite 320
Harrisburg, Pennsylvania 17101

Administrative Office:

88 Pine Street
Wall Street Plaza
New York, New York 10005
1-877-772-6771

QBE and the links logo are registered service marks of QBE Insurance Group Limited.

This policy consists of:

Declarations
Common Policy Conditions
One or more coverage parts.
A coverage part consists of:
— One or more coverage forms
— Applicable forms and endorsements

QBE Insurance Corporation

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

David B Duclos
President

(b) (6)

Peter T. Maloney
Secretary

(b) (6)

FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):
PER IL 7026L-3

Countersigned:	By:
(Date)	(Authorized Representative)

POLICY NUMBER: (b) (4)

COMMERCIAL GENERAL LIABILITY
CG DS 01 10 01**COMMERCIAL GENERAL LIABILITY DECLARATIONS**

QBE INSURANCE CORPORATION	AON RISK SERVICES COMPANIES INC
NAMED INSURED: THE TRUMP ORGANIZATION AS PER SCHEDULE	
MAILING ADDRESS: 721-725 FIFTH AVE NEW YORK NY 10022	
POLICY PERIOD: FROM 05/16/2013 TO 05/16/2014 AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT	\$ (b) (4)
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ Any one premises
MEDICAL EXPENSE LIMIT	\$ Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ Any one person or organization
GENERAL AGGREGATE LIMIT	\$ (b) (4)
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$

RETROACTIVE DATE (CG 00 02 ONLY)
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.
RETROACTIVE DATE: _____ (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS
FORM OF BUSINESS:
<input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> TRUST
<input checked="" type="checkbox"/> LIMITED LIABILITY COMPANY <input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
BUSINESS DESCRIPTION: REAL ESTATE

POLICY NUMBER: (b) (4)

COMMERCIAL GENERAL LIABILITY
CG DS 03 07 98

LIQUOR LIABILITY DECLARATIONS

QBE INSURANCE CORPORATION	AON RISK SERVICES COMPANIES INC
NAMED INSURED	THE TRUMP ORGANIZATION AS PER SCHEDULE
MAILING ADDRESS	721-725 FIFTH AVE NEW YORK NY 10022
POLICY PERIOD: FROM	05/16/2013 TO 05/16/2014 AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE	
EACH COMMON CAUSE LIMIT	\$ (b) (4)
AGGREGATE LIMIT	\$ (b) (4)

RETROACTIVE DATE (CG 00 34 ONLY)
THIS INSURANCE DOES NOT APPLY TO "INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW. RETROACTIVE DATE: _____ (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS	
FORM OF BUSINESS:	
<input checked="" type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE
<input checked="" type="checkbox"/> LIMITED LIABILITY COMPANY	<input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
BUSINESS DESCRIPTION: REAL ESTATE	

**COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

**COMMERCIAL GENERAL LIABILITY
CG 04 35 12 07**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance		Each Employee Deductible	Premium
Employee Benefits Programs	\$	(b) (4) each employee	\$ (b) (4)	\$ INCLUDED
	\$	aggregate		
Retroactive Date:				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

A. The following is added to Section I – Coverages:

COVERAGE – EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D. (Section III – Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or

- (2) When we make settlement in accordance with Paragraph a. above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages A and B are replaced by Supplementary Payments – Coverages A, B and Employee Benefits Liability.
2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 3. of Section II – Who Is An Insured are replaced by the following:

2. Each of the following is also an insured:

- a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
- b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) "Claims" made or "suits" brought;
 - (3) Persons or organizations making "claims" or bringing "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program".
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"

apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
- E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV – Commercial General Liability Conditions** are replaced by the following:
 - 2. **Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"**
 - a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and

- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:

- (a) No Retroactive Date is shown in the Schedule of this insurance; or

- (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.

- (2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

- F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - a. This endorsement is canceled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph D.1.b. of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph D.1.c.

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- H. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the **Definitions** Section are replaced by the following:
- 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - 18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

COMMERCIAL GENERAL LIABILITY
CG 20 05 11 85

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION THAT HAS GREATER THAN 50% FINANCIAL
OWNERSHIP OF ANY NAMED INSURED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSONS/OR ORGANIZATIONS WHEN REQUIRED BY WRITTEN CONTRACT	ANY LOCATION OWNED BY A NAMED INSURED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

COMMERCIAL GENERAL LIABILITY
CG 20 11 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – MANAGERS OR LESSORS OF
PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):
ANY MANAGERS OR LESSORS OF PREMISES WHEN ADDITIONAL INSURED STATUS IS REQUIRED
BY WRITTEN CONTRACT
3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

**COMMERCIAL GENERAL LIABILITY
CG 20 15 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
ANY VENDOR FOR WHOM THE INSURED HAS AGREED TO PROVIDE SUCH INSURANCE UNDER WRITTEN CONTRACT	ALL PRODUCTS OF THE INSURED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;

- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- g.** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h.** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1)** The exceptions contained in Sub-paragraphs **d.** or **f.**; or

- (2)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- 2.** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ANY PERSON(S) OR ORGANIZATION(S) WHEN REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

**COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
LADDER CAPITAL FINANCE LLC AND ITS SUCCESSORS & OR ASSIGNS, ATIMA C/O WELLS FARGO BANK, N.A., P.O. BOX 563956 CHARLOTTE, NC 28256-3956
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) ANY PERSON(S) OR ORGANIZATION(S) WHEN REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

COMMERCIAL GENERAL LIABILITY
CG 21 34 01 87

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Description of your work: ALL WINE PRODUCTION AND WINE BOTTLING OPERATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" shown in the Schedule.

COMMERCIAL GENERAL LIABILITY
CG 21 54 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – DESIGNATED OPERATIONS COVERED BY
A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

COMMERCIAL GENERAL LIABILITY
CG 22 64 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PESTICIDE OR HERBICIDE APPLICATOR COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Operations:

ALL OPERATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to the operations shown in the Schedule, Paragraph (1)(d) of Exclusion f. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.

ENDORSEMENT

ENDORSEMENTS ATTACHED TO THIS POLICY

CG 0001 1207	CG 0033 1207	CG 0068 0509	CG 0104 1204	CG 0163 0711
CG 0179 0710	CG 0220 0312	CG 0224 1093	CG 0435 1207	CG 2002 1185
CG 2005 1185	CG 2008 1185	CG 2010 0704	CG 2011 0196	CG 2015 0704
CG 2026 0704	CG 2028 0704	CG 2134 0187	CG 2141 1185	CG 2147 1207
CG 2149 0999	CG 2154 0196	CG 2165 1204	CG 2167 1204	CG 2173 0108
CG 2178 1102	CG 2196 0305	CG 2264 0798	CG 2426 0704	CG 2603 0409
CG 2620 1093	CG 2621 1091	CG 2635 1293	CG 2985 0391	CG 3234 0105
CG 7999 0511	CG 8179 0111	CG 8185 0211	IL 0017 1198	IL 0021 0908
IL 0023 0702	IL 0138 1111	IL 0141 0908	IL 0208 0907	IL 0268 0111
IL 0269 0908	IL 0270 0811	IL 7026L 0111	QBCG-0100 0809	QBCG-0101 0809
QBEICJK 0812	QBGS-154MB 0612	QBIL-0124 0809		

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERAGE -
AMENDMENT OF BODILY INJURY TO INCLUDE
INCIDENTAL MEDICAL MALPRACTICE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. AS USED IN THIS ENDORSEMENT, GOOD SAMARITAN SERVICES ARE MEDICAL SERVICES RENDERED OR PROVIDED IN AN EMERGENCY AND FOR WHICH NO REMUNERATION IS DEMANDED OR RECEIVED.
2. THE FOLLOWING IS ADDED TO THE DEFINITION OF BODILY INJURY IN THE DEFINITIONS SECTION:

BODILY INJURY INCLUDES INCIDENTAL MEDICAL MALPRACTICE.

INCIDENTAL MEDICAL MALPRACTICE MEANS BODILY INJURY, MENTAL ANGUISH, SICKNESS OR DISEASE SUSTAINED BY A PERSON, INCLUDING DEATH RESULTING FROM ANY OF THESE AT ANY TIME, ARISING OUT OF THE RENDERING OR FAILURE TO RENDER ANY OF THE FOLLOWING SERVICES:

- A. MEDICAL, SURGICAL, DENTAL, LABORATORY, X-RAY OR NURSING SERVICE OR TREATMENT, ADVICE OR INSTRUCTION, INCLUDING FIRST AID, OR THE RELATED FURNISHING OF FOOD OR BEVERAGES;
 - B. THE FURNISHING OR DISPENSING OF DRUGS OR MEDICAL, DENTAL, OR SURGICAL SUPPLIES OR APPLIANCES; OR
 - C. GOOD SAMARITAN SERVICES.
3. PARAGRAPH 2.A.(1)(D) OF WHO IS AN INSURED (SECTION II) DOES NOT APPLY TO ANY REGISTERED NURSE, LICENSED PRACTICAL NURSE, EMERGENCY MEDICAL TECHNICIAN OR PARAMEDIC EMPLOYED BY YOU WHILE PERFORMING ANY OF THE ACTIVITIES DESCRIBED IN PARAGRAPH 2. ABOVE.
 4. PARAGRAPH 2.A.(1)(D) OF WHO IS AN INSURED (SECTION II) DOES NOT APPLY TO ANY EMPLOYEES WHEN RENDERING GOOD SAMARITAN SERVICES IN THE COURSE OF THEIR EMPLOYMENT.
 5. THE FOLLOWING IS ADDED TO THE DEFINITION OF OCCURRENCE IN THE DEFINITIONS SECTION AS RESPECTS THE INSURANCE PROVIDED BY THIS ENDORSEMENT:

ANY ACT OR OMISSION, TOGETHER WITH ALL RELATED ACTS OR OMISSIONS IN THE FURNISHING OF THE SERVICES DESCRIBED IN THE DESCRIPTION OF INCIDENTAL MEDICAL MALPRACTICE CONTAINED IN THE DEFINITION OF BODILY INJURY AS TO ANY ONE PERSON, WILL BE CONSIDERED ONE OCCURRENCE.

ENDORSEMENT

ADDITIONAL INSURED BY WRITTEN CONTRACT

(ALLOWS PRIMARY AND NON-CONTRIBUTORY CONTRACT PROVISIONS)

THE ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

THE FOLLOWING IS ADDED TO SECTION II - WHO IS AN INSURED, PARAGRAPH 2:

EACH OF THE FOLLOWING IS ALSO AN INSURED:

ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO ADD AS AN ADDITIONAL INSURED UNDER YOUR INSURANCE FOR LIABILITY ARISING OUT OF YOUR OPERATIONS, PROVIDED THE WRITTEN CONTRACT OR WRITTEN AGREEMENT WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY OR ADVERTISING INJURY COVERED BY THIS INSURANCE.

IF YOU HAVE AGREED IN A WRITTEN CONTRACT OR AGREEMENT THAT THIS INSURANCE WILL BE PRIMARY AND WITHOUT RIGHT OF CONTRIBUTION FROM ANY INSURANCE AVAILABLE TO AN ADDITIONAL INSURED THEN THIS INSURANCE WILL BE PRIMARY OVER, AND WE WILL NOT SEEK CONTRIBUTION FROM, SUCH INSURANCE.

ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

WITH REGARDS TO THE PREFERRED GENERAL LIABILITY COVERAGE EXTENSION ENDORSEMENT (FORM CG 8179 0111), IT IS HEREBY AGREED THAT PARAGRAPH I. FELLOW EMPLOYEE COVERAGE - SUPERVISOR OR HIGHER, PARAGRAPH J. BROAD FORM NAMED INSURED AND PARAGRAPH K. NEWLY ACQUIRED ORGANIZATIONS ARE REPLACED WITH THE FOLLOWING PARAGRAPHS:

I. FELLOW EMPLOYEE COVERAGE

1. IT IS AGREED THAT YOUR EMPLOYEES ARE INSURED WITH RESPECT TO BODILY INJURY TO A CO-EMPLOYEE IN THE COURSE OF THE CO-EMPLOYEE'S EMPLOYMENT BY YOU, PROVIDED THAT THIS COVERAGE FOR YOUR EMPLOYEES DOES NOT APPLY TO ACTS OUTSIDE THE SCOPE OF THEIR EMPLOYMENT BY YOU OR WHILE PERFORMING DUTIES UNRELATED TO THE CONDUCT OF YOUR BUSINESS.
2. SUBPARAGRAPHS 2.A.(1)(A), (B) AND (C) AND 3.A. OF WHO IS AN INSURED (SECTION II) DO NOT APPLY TO BODILY INJURY FOR WHICH INSURANCE IS PROVIDED BY PARAGRAPH 1. ABOVE.

J. BROAD FORM NAMED INSURED

THE FOLLOWING IS ADDED TO SECTION II - WHO IS AN INSURED WITHIN THE COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

THROUGHOUT THIS POLICY THE WORDS YOU AND YOUR REFER TO ANY CORPORATION OR OTHER BUSINESS ORGANIZATION, OTHER THAN A JOINT VENTURE, IN WHICH ANY NAMED INSURED HAS OR ACQUIRES DURING THE POLICY PERIOD AN OWNERSHIP INTEREST OF MORE THAN 50% AND IS SUBJECT TO THE MANAGEMENT CONTROL OF THE FIRST NAMED INSURED OR ITS SUBSIDIARIES, AND WHICH IS DOMICILED WITHIN THE UNITED STATES OF AMERICA OR ITS TERRITORIES OR POSSESSIONS.

K. NEWLY ACQUIRED ORGANIZATIONS

PARAGRAPH 3.A. OF SECTION II - WHO IS AN INSURED WITHIN THE COMMERCIAL GENERAL LIABILITY COVERAGE FORM IS REPLACED BY:

- A. COVERAGE UNDER THIS PROVISION IS AFFORDED ONLY UNTIL THE 180TH DAY AFTER YOU ACQUIRE OR FORM THE ORGANIZATION OR THE END OF THE POLICY PERIOD, WHICHEVER IS EARLIER.

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - RADIATION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

THIS INSURANCE DOES NOT APPLY TO, NOR SHALL WE HAVE A DUTY TO DEFEND:

BODILY INJURY, PROPERTY DAMAGE, OR PERSONAL AND ADVERTISING INJURY ARISING OUT OF, CONTRIBUTED TO, RESULTING FROM, OR CAUSED BY THE RADIOACTIVE PROPERTIES OF ANY MATERIAL.

HOWEVER, THIS EXCLUSION DOES NOT APPLY TO MICROWAVE OR INFRARED COOKING APPLIANCES.

THIS EXCLUSION INCLUDES:

1. ANY SUPERVISION, TRAINING, INSTRUCTIONS, RECOMMENDATIONS, WARNINGS OR ADVICE GIVEN OR WHICH SHOULD HAVE BEEN GIVEN IN CONNECTION WITH THE ABOVE; AND
2. ANY OBLIGATION TO SHARE DAMAGES WITH OR REPAY SOMEONE ELSE WHO MUST PAY DAMAGES BECAUSE OF SUCH INJURY OR DAMAGE.

ENDORSEMENT

ADDITIONAL INSURED BY WRITTEN CONTRACT OR AGREEMENT

SECTION II - WHO IS AN INSURED IS AMENDED TO ADD:

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED UNDER THIS POLICY, AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU ENTER INTO WHICH REQUIRES YOU TO FURNISH INSURANCE TO THAT PERSON OR ORGANIZATION OF THE TYPE PROVIDED BY THIS POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR OPERATIONS OR PREMISES OWNED BY OR RENTED TO YOU. HOWEVER, THE INSURANCE PROVIDED WILL NOT EXCEED THE LESSER OF:

1. THE COVERAGE AND/OR LIMITS OF THIS POLICY, OR
2. THE COVERAGE AND/OR LIMITS REQUIRED BY SAID CONTRACT OR AGREEMENT.

ENDORSEMENT

ADDITIONAL INSURED - VOLUNTEERS IS INCLUDED UNDER THE COMMERCIAL GENERAL LIABILITY
COVERAGE PART - SECTION II - WHO IS AN INSURED, PARAGRAPH 2.

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - NOTICE TO OTHERS OF CANCELLATION

SCHEDULE

NAME AND ADDRESS OF PERSON OR ORGANIZATION	NUMBER OF DAYS NOTICE
LADDER CAPITAL FINANCE LLC ISAOA/ATIMA C/O WELLS FARGO BANK, NA P.O. BOX 563956 CHARLOTTE, NC 28256-3956	30

THE FOLLOWING IS ADDED TO THE POLICY:

- A. IF WE CANCEL THE POLICY BY NOTICE TO THE FIRST NAMED INSURED, FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL MAIL OR DELIVER A COPY OF SUCH WRITTEN NOTICE OF CANCELLATION TO THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE ABOVE.
- B. ANY COPY OF NOTICE PER PARAGRAPH A. ABOVE WILL BE MAILED OR DELIVERED:
 - 1. TO THE ADDRESS CORRESPONDING TO EACH PERSON OR ORGANIZATION INDICATED IN THE SCHEDULE ABOVE; AND
 - 2. AT LEAST THE NUMBER OF DAYS SET FORTH IN THE SCHEDULE PRIOR TO THE CANCELLATION DATE APPLICABLE TO THE POLICY, AS ADVISED IN OUR NOTICE TO THE FIRST NAMED INSURED.
- C. IF NOTICE PER PARAGRAPH A. IS MAILED, PROOF OF MAILING WILL BE SUFFICIENT PROOF OF NOTICE.
- D. WRITTEN NOTICES MAILED OR DELIVERED BY US PURSUANT TO THE TERMS OF THIS ENDORSEMENT ARE INTENDED ONLY TO BE AN ADVANCE NOTIFICATION TO THE PERSON(S) OR ORGANIZATION(S) NAMED IN THE SCHEDULE OF THIS ENDORSEMENT IN THE EVENT OF A PENDING CANCELLATION AND SHALL NOT OPERATE OR BE DEEMED TO BENEFIT, DIRECTLY OR INDIRECTLY, ANY PERSON OR ORGANIZATION NOT NAMED IN THE SCHEDULE ABOVE.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

(b)(4)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS COVERAGE

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Location Number	Address Where You Conduct Garage Operations (Main Location)		
Coverages	Limit Of Insurance And Deductible		Premium
Comprehensive	\$ (b) (4)	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR		
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	

Specified Causes Of Loss	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
		OR	
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Collision	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto	

Location Number	Address Where You Conduct Garage Operations		
Coverages	Limit Of Insurance And Deductible		Premium
Comprehensive	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
		OR	
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
		OR	
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	

Collision	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto	

Location Number	Address Where You Conduct Garage Operations		
Coverages	Limit Of Insurance And Deductible		Premium
Comprehensive	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR		
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR		
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Collision	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto	

Total Premium For All Locations	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Direct Coverage Options

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

☐ **Excess Insurance**

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

☐ **Primary Insurance**

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

A. This endorsement provides only those coverages:

1. Where a Limit of Insurance and a premium are shown for that coverage in the Schedule; and
2. For the location shown in the Schedule.

B. Coverage

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:

a. Comprehensive Coverage

From any cause except:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft; or
- (3) Mischief or vandalism.

c. Collision Coverage

Caused by:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

2. We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

- a. You.
- b. Your partners (if you are a partnership), or members (if you are a limited liability company), "employees", directors or shareholders while acting within the scope of their duties as such.

4. Coverage Extensions

The following applies as Supplementary Payments. We will pay for the "insured":

- a. All expenses we incur.

- b. The costs of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against an "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

C. Exclusions

1. This insurance does not apply to any of the following:
 - a. **Contractual Obligations**
Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.
 - b. **Theft**
"Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.
 - c. **Defective Parts**
Defective parts or materials.
 - d. **Faulty Work**
Faulty "work you performed".
2. We will not pay for "loss" to any of the following:
 - a. Tape decks or other sound-reproducing equipment unless permanently installed in a "customer's auto".
 - b. Tapes, records or other sound-reproducing devices designed for use with sound-reproducing equipment.
 - c. Sound-receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
 - d. Any device designed or used to detect speed measurement equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
3. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

D. Limits Of Insurance And Deductibles

1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Schedule for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:
 - a. Collision; or
 - b. With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage:
 - (1) Theft or mischief or vandalism; or
 - (2) All perils.
2. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils.
3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

E. Additional Definitions

As used in this endorsement:

1. "Customer's auto" means a land motor vehicle, "trailer" or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households, who pay for services performed.
2. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.
3. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.
4. "Work you performed" includes:
 - a. Work that someone performed on your behalf; and
 - b. **The providing of or failure to provide warnings**

QBE® Insurance Corporation
A Stock Company



Commercial Lines Policy

Home Office:

c/o CT Corporation System
116 Pine Street, Suite 320
Harrisburg, Pennsylvania 17101

Administrative Office:

88 Pine Street
Wall Street Plaza
New York, New York 10005
1-877-772-6771

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This policy consists of:

Declarations
Common Policy Conditions
One or more coverage parts.
A coverage part consists of:
— One or more coverage forms
— Applicable forms and endorsements

QBE Insurance Corporation

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

(b) (6)

President

(b) (6)

Secretary

(b) (6)

(b) (6)

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** Any insured; or
 - (ii)** Any person or organization for whom you may be legally responsible; or
- (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1)** The amount we will pay for damages is limited as described in Section **III – Limits Of Insurance**; and
- (2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1)** Advertising, broadcasting, publishing or telecasting;
- (2)** Designing or determining content of websites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by,
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and

- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
 - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1)** Power cranes, shovels, loaders, diggers or drills; or
- (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2)** Cherry pickers and similar devices used to raise or lower workers;

- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a)** Snow removal;
- (b)** Road maintenance, but not construction or resurfacing; or
- (c)** Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f.** The use of another's advertising idea in your "advertisement"; or
- g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1)** Products that are still in your physical possession; or
- (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3)** Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

LIQUOR LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – LIQUOR LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "injury" only if:

- (1) The "injury" occurs during the policy period in the "coverage territory"; and

- (2) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "injury" or claim, knew that the "injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "injury" occurred, then any continuation, change or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim, includes any continuation, change or resumption of that "injury" after the end of the policy period.

- d. "Injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim:

- (1) Reports all, or any part, of the "injury" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "injury"; or
- (3) Becomes aware by any other means that "injury" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

c. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "injury".

d. Liquor License Not In Effect

"Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

e. Your Product

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

f. Other Insurance

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

g. War

"Injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
 - a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
 - (1) "Injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (a) or (b) above.
 - (2) "Property damage" to property:
 - (a) Owned or occupied by, or
 - (b) Rented or loaned to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).
 - b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.
3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – LIQUOR LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Injury, Claim Or Suit

- a.** You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "injury" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury".

- b.** If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c.** You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.

- d.** No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the "injury" occurs in the course of travel or transportation between any places included in Paragraph a. above; or

- c. All other parts of the world if the "injury" arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above; or
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
4. "Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
5. "Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services or loss of support.
6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
7. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

10. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product", and
 - (2)** The providing of or failure to provide warnings or instructions.
- c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion **q.** of Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. **Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- B. Exclusion **p.** of Paragraph 2. **Exclusions** of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. **Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **b.** of the **Premium Audit** Condition **Section IV** is replaced by the following:

PREMIUM AUDIT

- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy. But the audit may be waived if the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1500. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

B. Except as provided in Paragraph **A.** above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 1. Insuring Agreement of Section I – Coverage A Bodily Injury And Property Damage Liability is replaced by the following:

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

B. Paragraph 1.a. of Section I – Coverage B Personal And Advertising Injury Liability is replaced by the following:

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A and B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

C. The following is added as Paragraph e. to the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition (Paragraph 2. of Section IV – Commercial General Liability Conditions):

- e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

D. Paragraph 3. of Section IV – Commercial General Liability Conditions is replaced by the following:

3. Legal Action Against Us

- a. Except as provided in Paragraph b., no person or organization has a right under this Coverage Part:

- (1) To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- (2) To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

- b. With respect to "bodily injury" and "personal and advertising injury" claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

- (1) Brings an action to declare the rights of the parties under the policy; and
- (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

- E. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

- F. The definition of "loading or unloading" in the **Definitions** Section does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **f.(1)(a)(i)** under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

- (i) "Bodily injury" or "property damage" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition is replaced by the following:**

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;

- (2) The policy was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (4) A substantial change in the risk covered by the policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

B. Paragraph 3. of the **Cancellation Common Policy Condition is replaced by the following:**

- 3.** We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

C. Paragraph 5. of the **Cancellation Common Policy Condition is replaced by the following:**

- 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

- D.** The following is added and supersedes any other provision to the contrary:

Nonrenewal

- 1.** If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
- 2.** Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – USERS OF GOLFMOBILES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured any person(s) using or legally responsible for the use of golfmobiles loaned or rented to others by you or any of your concessionaires but only for their liability arising out of the use of the golfmobiles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INTERCOMPANY PRODUCTS SUITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
- (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B.** The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C.** The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL OF TERRORISM EXCLUSION; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** Any exclusion of terrorism in this Coverage Part, or attached to this Coverage Part by endorsement, is hereby removed.
- B.** With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.
- C.** "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
 - 1.** The act resulted in aggregate losses in excess of \$5 million; and
 - 2.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the Definitions Section:

- 1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **9.** of the **Definitions** Section is replaced by the following:

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – LIQUOR LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART

A. Paragraph 1. Insuring Agreement of Section I is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

- (1)** The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "injury" only if:

- (1)** The "injury" occurs during the policy period in the "coverage territory"; and

(2) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "injury" or claim, knew that the "injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "injury" occurred, then any continuation, change or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim, includes any continuation, change or resumption of that "injury" after the end of the policy period.

d. "Injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim:

- (1)** Reports all, or any part, of the "injury" to us or any other insurer;
- (2)** Receives a written or verbal demand or claim for damages because of the "injury"; or
- (3)** Becomes aware by any other means that "injury" has occurred or has begun to occur.

B. The following is added as Paragraph **e.** to **Duties In The Event Of Injury, Claim Or Suit** under Paragraph **2.** of **Section IV – Liquor Liability Conditions**:

2. Duties In The Event Of Injury, Claim Or Suit

- e.** Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

C. Paragraph **3.** of **Section IV – Liquor Liability Conditions** is replaced by the following:

3. Legal Action Against Us

- a.** Except as provided in Paragraph **b.**, no person or organization has a right under this Coverage Part:

- (1)** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- (2)** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

- b.** With respect to "injury" claims related to "bodily injury", if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

- (1)** Brings an action to declare the rights of the parties under the policy; and
- (2)** Names the injured person, someone acting for the injured person or other claimant as a party to the action.

D. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – LOSS INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ("OCCURRENCE" VERSION)

The following Condition is added TO COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. Your Right to Loss Information

We will provide the first Named Insured shown in the Declarations the following loss information relating to this and any preceding general liability Coverage Part we have issued to you during the previous three years:

- a.** A list or other record of each "occurrence" of which we were notified in accordance with paragraph **2.a.** of the Duties in the Event of Occurrence, Offense, Claim or Suit Condition in this Section. We will include a brief description of the "occurrence" and information on whether any claim arising out of the "occurrence" is open or closed.
- b.** A summary by policy year, of payments made and amounts reserved, stated separately under any applicable General Aggregate Limit and Products-Completed Operations Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

We will provide this information only if we receive a written request from the first Named Insured during the policy period. We will provide this information within 45 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers or others to whom this information is furnished by or on behalf of any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following Condition is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Transfer of Duties When a Limit of Insurance Is Used Up.

- a.** If we conclude that, based on "occurrences," offenses, claims or "suits" which have been reported to us and to which this insurance may apply, the:
 - (1)** General Aggregate Limit (other than the Products/Completed Operations Aggregate Limit);
 - (2)** Products/Completed Operations Aggregate Limit;
 - (3)** Personal and Advertising Injury Limit;
 - (4)** Each Occurrence Limit; or
 - (5)** Fire Damage Limit
 is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.
- b.** When a limit of insurance described in paragraph **a.** above has actually been used up in the payment of judgments or settlements:
 - (1)** We will notify the first Named Insured, in writing, as soon as practicable, that:
 - (a)** Such a limit has actually been used up; and
 - (b)** Our duty to defend "suits" seeking damages subject to that limit has also ended.
 - (2)** We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits".

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

- (3)** The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.
- c.** The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph **b.(2)** above.

The duty of the first Named Insured to reimburse us will begin on:

 - (1)** The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph **a.** above; or
 - (2)** The date on which we sent notice in accordance with paragraph **b.(1)** above, if we did not send notice in accordance with paragraph **a.** above.
- d.** The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

This endorsement modifies insurance under the following:

LIQUOR LIABILITY COVERAGE PART

The following Condition is added to LIQUOR LIABILITY CONDITIONS (Section IV):

Transfer of Duties When a Limit of Insurance Is Used Up.

- a. If we conclude that, based on "injuries", claims or "suits" which have been reported to us and to which this insurance may apply, the Aggregate Limit or the Each Common Cause Limit is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.
- b. When a limit of insurance described in paragraph a. above has actually been used up in the payment of judgments or settlements:
 - (1) We will notify the first Named Insured, in writing, as soon as practicable, that:
 - (a) Such a limit has actually been used up; and
 - (b) Our duty to defend "suits" seeking damages subject to that limit has also ended.
 - (2) We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits".

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

- (3) The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.
- c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph b.(2) above.

The duty of the first Named Insured to reimburse us will begin on:

 - (1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph a. above; or
 - (2) The date on which we sent notice in accordance with paragraph b.(1) above, if we did not send notice in accordance with paragraph a. above.
- d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – LOSS INFORMATION

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART ("OCCURRENCE" VERSION)

The following Condition is added to LIQUOR LIABILITY CONDITIONS (Section IV):

10. Your Right to Loss Information

We will provide the first Named Insured shown in the Declarations the following loss information relating to this and any preceding general liability Coverage Part we have issued to you during the previous three years:

- a.** A list or other record of each "injury" of which we were notified in accordance with paragraph **2.a.** of the Duties in the Event of Injury, Claim or Suit Condition in this Section. We will include a brief description of the "injury" and information on whether any claim arising out of the "injury" is open or closed.
- b.** A summary by policy year, of payments made and amounts reserved, stated separately under any applicable Aggregate Limit of Insurance.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

We will provide this information only if we receive a written request from the first Named Insured during the policy period. We will provide this information within 45 days of receipt of the request.

We compile claim and "injury" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers or others to whom this information is furnished by or on behalf of any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

The term "spouse" is replaced by the following:

Spouse or registered domestic partner under California law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED LOCATION(S)
GENERAL AGGREGATE LIMIT (CAPPED)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s): Per Schedule Attached.

Aggregate Cap: [REDACTED]

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A** (SECTION I), and for all medical expenses caused by accidents under **COVERAGE C** (SECTION I), which can be attributed only to operations at a single designated "location" shown in the Schedule above:
- 1.** Subject to the Aggregate Cap described in paragraph **C.** below, a separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
 - 3.** Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 - 4.** The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
- 1.** Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** The General Aggregate and the separate Designated Location General Aggregate Limits are subject to the Aggregate Cap shown in the Schedule of this endorsement. This Aggregate Cap is the most we will pay during the policy period for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit nor the Aggregate Cap.
- E.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- F.** The provisions of Limits Of Insurance (**SECTION III**) not otherwise modified by this endorsement shall continue to apply as stipulated.

PREFERRED GENERAL LIABILITY COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMON POLICY CONDITIONS

A. NOTICE OF CANCELLATION OR NON-RENEWAL

Paragraph **A. 2. b** within the **COMMON POLICY CONDITIONS** is replaced by:

- b.** 90 days before the effective date of cancellation if we cancel for any other reason.

B. REASONABLE FORCE

Paragraph **2. a.** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

C. CONTRACTUAL LIABILITY

Paragraph **2. b. Contractual Liability** under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1)** That the insured would have had in the absence of the contract or agreement; or

- (2)** Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

D. NON OWNED WATERCRAFT

Paragraph **2. g. (2)** in the **Aircraft, Auto Or Watercraft** exclusion under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

g. Aircraft, Auto Or Watercraft

- (2)** A watercraft you do not own that is:

- (a)** less than 50 feet long; and
- (b)** Not being used to carry persons or property for a charge.

E. ELECTRONIC DATA LIABILITY

- 1.** Paragraph **2. p. Electronic Data** under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

2. The following definition is added to **SECTION V — DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For purposes of the coverage provided for Electronic Data, Paragraph 17. in **SECTION V — DEFINITIONS** is replaced by:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, "electronic data" is not tangible property.

F. DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph after the listed exclusions under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

Exclusions c. through n. do not apply to "property damage" by fire; smoke from a "hostile fire"; explosion; lightning; smoke resulting from such explosion or lightning; collision by "mobile equipment" or leakage from fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

2. Paragraph 6. of **SECTION III — LIMITS OF INSURANCE** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay in any one event under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** for damages because of "property damage" from fire; smoke from a "hostile fire"; explosion; lightning; smoke resulting from such explosion or lightning; collision by "mobile equipment" or leakage from fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner.

G. MEDICAL PAYMENTS

1. Paragraph 1.a. under **COVERAGE C. MEDICAL PAYMENTS** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations:

Provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonable require.

H. SUPPLEMENTARY PAYMENTS

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B of **SECTION I COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All costs taxed against the "insured" in any "suit".
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;

- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

I. FELLOW EMPLOYEE COVERAGE — SUPERVISOR OR HIGHER

Paragraph 2.a.(1) of **SECTION II — WHO IS AN INSURED** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** does not apply to the following:

Your supervisory or management "employees" for "bodily injury" only.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

J. BROAD FORM NAMED INSURED

The following is added to **SECTION II — WHO IS AN INSURED** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

Throughout this policy the words "you" and "your" refer to any corporation or other business organization, other than a joint venture, in which the first Named Insured has or acquires during the policy period an ownership interest of more than 50% and is subject to the management control of the first Named Insured or its subsidiaries, and which is domiciled within the United States of America or its territories or possessions.

K. NEWLY ACQUIRED ORGANIZATIONS

Paragraph 3.a. of **SECTION II — WHO IS AN INSURED** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

- a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

L. AMENDMENT OF AGGREGATE LIMIT OF INSURANCE

The General Aggregate Limit Of Insurance referenced in Paragraph 2. of **SECTION III — LIMITS OF INSURANCE** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** applies separately to:

1. Each of your "locations" owned by or rented to you; and
2. Each of your projects away from premises owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

M. KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

Knowledge of an "occurrence", offense, claim or "suit" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "occurrence", offense, claim or "suit" from your agent, servant, or "employee."

N. OTHER INSURANCE

Paragraph 4. b. (1)(a) in the **Other Insurance** condition of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

4. Other Insurance

b. Excess Insurance

(1) This insurance is excess over:

- (a) any of the other insurance, whether primary, excess, contingent or on any other basis:
- (i) That is Fire, Extended Coverage, Builders Risk; Installation Risk or similar coverage for "your work";
- (ii) That is insurance covering Fire; smoke from a "hostile fire"; explosion; lightning; smoke resulting from such explosion or lightning; collision by "mobile equipment" or leakage from fire protection systems for premises while rented to you or temporarily occupied by you with permission of the owner; or
- (iii) That is insurance to cover your liability as a tenant for "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner; or

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Paragraph 2. g. Aircraft, Auto Or Watercraft under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I – COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

O. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph 6. **Representations** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Commercial General Liability Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after the exposure or hazard is discovered.

P. WAIVER OF SUBROGATION

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

This condition does not apply to any person or organization to which you waived this condition by written contract or agreement, but only to the extent that subrogation is waived prior to the "bodily injury" or "property damage" under a contract with that person or organization.

Q. LIMITED WORLDWIDE LIABILITY COVERAGE

The following is added to **SECTION IV — CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

Expanded Coverage Territory

1. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

For purposes of this coverage only, the following is added to Paragraph 4.b.(1) (a) under **Other Insurance** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

For purposes of this coverage only, Paragraph 4. of **SECTION V — DEFINITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

R. BODILY INJURY REDEFINITION

Paragraph 3. of **SECTION V. — DEFINITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, injury or illness or emotional distress and/or death resulting from any of these at any time.

S. INSURED CONTRACT — LEASE OF PREMISES

Paragraph 9.a. of **SECTION V — DEFINITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

9. "Insured contract" means:

- a. a contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire; smoke from a "hostile fire", explosion; lightning; smoke resulting from such explosion or lightning; collision by "mobile equipment" or leakage from fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

T. LIBERALIZATION

If we revise this endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELF-INSURED RETENTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCT/COMPLETED OPERATIONS COVER
LIQUOR LIABILITY COVERAGE PART

SC

"Self-Insured Retention"		Per "Occurrence"/Offense
Aggregate "Self-Insured Retention" (if applicable)		
Notification of Potential Penetration of "Occurrence"/ Offense "Self-Insured Retention" Amount		
Notification of Potential Penetration of Aggregate "Self-Insured Retention" Amount		

Our obligations under SECTION I — COVERAGES to pay damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies or "defense expenses" applies only to the amount of damages or "defense expenses" in excess of any "Self-Insured Retention" amounts stated in the SCHEDULE.

YOUR OBLIGATIONS WITHIN THE "SELF-INSURED RETENTION"

A. The "Self-Insured Retention" amounts stated in the SCHEDULE apply as follows:

1. If a Per "Occurrence"/Offense "Self-Insured Retention" amount is shown on the SCHEDULE of this endorsement, it is a condition precedent to our liability that you make actual payment of the "Self-Insured Retention" amount for each "Occurrence"/Offense until you have paid "Self-Insured Retention" amounts equal to the Per "Occurrence"/Offense amount shown in the SCHEDULE, subject to the provisions of **A.2.** below, if applicable. The "Occurrence"/Offense amount is the most you will pay for "Self-Insured Retention" amounts arising out of any one "occurrence", regardless of the number of persons or organizations making claims or bringing "suits" because of the "Occurrence"/Offense.

2. If an Aggregate "Self-Insured Retention" amount is shown on the SCHEDULE, the Aggregate amount is the most you will pay for all "Self-Insured Retention" amounts under this policy. This amount applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of this policy.

If no entry appears in the SCHEDULE as Aggregate, then your obligation for payment of "Self-Insured Retention" amounts applies in accordance with the Per "Occurrence"/Offense "Self-Insured Retention" provisions as applicable.

The "Self-Insured Retention" and Aggregate "Self-Insured Retention" amounts of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last proceeding period for purposes of determining the "Self-Insured Retention" aggregate, if any.

B. Payments by Others

Payments by others, including but not limited to additional insureds or insurers, do not serve to satisfy the "Self-Insured Retention" amount(s).

C. Your Insolvency or Bankruptcy

Your bankruptcy, insolvency, inability to pay, failure to pay or refusal to pay the "Self-Insured Retention" will not increase our obligations under this policy.

D. Defense Costs

Except for any "defense costs" that we are obligated to pay in excess of the "Self-Insured Retention" or that we may elect to pay, you shall pay all such "defense costs" as they are incurred until you have paid "defense costs" and damages for the coverages included in the policy equal to the applicable "Self-Insured Retention" amount. If any final judgment or settlement and "defense costs" is less than the "Self-Insured Retention" amount stated above, we shall have no obligation to pay damages or "defense costs" under this policy.

E. Settlement of Claim

You may not settle any claim or "suit" which exceeds any "Self-Insured Retention" amount indicated in the SCHEDULE without our written permission to do so. If you fail to obtain such written permission, we shall have no obligation to provide any coverage or reimburse any "defense costs" for that claim or "suit" under this policy.

F. Authorized Claim Service Provider

1. You shall employ a claims service provider acceptable to us for the purpose of providing claims services for settlement of losses. You shall pay all fees, charges and costs of the claim service provider in addition to the "Self-Insured Retention" amounts, without any reimbursement from us.
2. In the event of cancellation, expiration or revision of the claims service contract between you and the claim service provider, you shall notify us within ten (10) days of such change and shall replace the claim service provider with another claim service provider that is acceptable to us.
3. You shall allow us to audit the claim service provider and provide supervisory claim service, at our expense.

G. Notification of Potential Penetration

1. You shall see to it that we are notified promptly of an "occurrence" or offense which may result in a claim under this policy. Notice must include:

- a. How, when and where the "occurrence" or offense took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. You shall notify us promptly, per **G.1.** above, in the event of any "occurrence" or offense without regard to liability, which results in any of the following injuries or damages:

- a. Death;
- b. Brain Damage;
- c. Paraplegic or quadriplegic impairment;
- d. Amputation or serious functional impairment of any major limb;
- e. Severe burns involving more than 25% of the body or causing serious disfigurement;
- f. Sensory impairment (sight, hearing, taste or smell);
- g. Severe internal body organ damage or loss;
- h. Multiple fractures involving more than one body part;
- i. Permanent and total disability;
- j. Sexual abuse or molestation;
- k. Significant psychological or neurological involvement; or
- l. Occupational disease.

3. You must notify us promptly of any:

- a. Potential exposure which equals or exceeds the level of notification of potential penetration of the "Self-Insured Retention" amount shown in the SCHEDULE for Per "Occurrence"/Offense;
- b. Loss reserve established which equals or exceeds the level of notification of potential penetration of the "Self-Insured Retention" amount shown in the SCHEDULE for Per "Occurrence"/Offense;
- c. Potential judgment, without regard to liability, which equals or exceeds the level of notification of potential penetration of the "Self-Insured Retention" amount shown in the SCHEDULE for Per "Occurrence"/Offense
- d. "Suit", in the event a "suit" is filed, even if the amount claimed in the "suit" is unspecified or less than the "Self-Insured Retention" amount shown in the SCHEDULE for Per "Occurrence"/Offense.

H. Reporting — Self-Insured Retention

1. You must report on claims or "suits" per the following:

You must monitor the cumulative "Self-Insured Retention" incurred amounts sustained and report those total amounts to us at the end of the policy period and annually at the anniversary date thereafter. However, if the total of all incurred losses and "defense costs" should at any time reach a total amount equal to seventy-five (75) percent of the Aggregate "Self-Insured Retention" shown in the Schedule, you are required in that event to make an immediate report to us as to total incurred losses and "defense costs" sustained at that time.

The periodic report that you send to us must be in a format that is acceptable to us, and include an accounting of all individual losses and "defense costs" incurred as of the date of the report.

2. Within forty-five (45) days after the end of the policy term, you must give us a listing of all existing claims or "suits" within the "Self-Insured Retention" amounts. At a minimum, such listing will include the following for each claim or "suit":
 - a. A description of each claim or "suit";
 - b. The date of the "occurrence" or offense;
 - c. The amounts paid and reserved for future payments for loss and "defense costs"; and
 - d. Current status of the claim or "suit".
3. Semi-annually thereafter, you are required to give us an updated listing of the status of all new and existing claims or "suits", both paid and reserved, until all claims or "suits" for the policy period are closed or settled.
4. Compliance with the reporting requirements set is a condition precedent to coverage.

DEFINITIONS

1. "Defense expenses" means:

Legal defense expenses directly allocable to specific claims, including all court costs, fees and expenses; costs for all attorneys, witnesses, experts, depositions, reported or recorded statement, summonses, service of process, legal transcripts or testimony, copies of any public records; alternative dispute resolution; interest; investigative services, medical examinations, autopsies, medical costs containment; declaratory judgment, subrogation and any other fees, costs or expenses reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or a loss under the policy.

2. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

3. "Self Insured Retention" means the amount you or any insured must pay for:

- a. All amounts which you become legally obligated to pay as damages as defined in this policy; and
- b. "Defense expenses".

4. "Suit" means a civil proceeding in which damages to which this insurance applies are alleged. "Suit" also includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF
TRANSPORTATION

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 2., 3. and 5. of the **Cancellation** Common Policy Condition are replaced by the following:**
- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
 - a.** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b.** 45 days before the effective date of cancellation if we cancel for any other reason.
 - 3.** We will send written notice by registered or certified mail or deliver written notice to the first Named Insured's last mailing address known to us.
 - 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.
 - a.** We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:
 - (1)** At our request;
 - (2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
 - (3)** And rewritten by us or a member of our company group; or
 - (4)** After the first year, if it is a prepaid policy written for a term of more than one year.
 - b.** When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.
- B. The following is added and supersedes any other provision to the contrary:**
- Nonrenewal**
- 1.** If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
 - a.** 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - b.** 45 days before the expiration date if the nonrenewal is for any other reason.
 - 2.** We will send written notice by registered or certified mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 ELECTRONIC DATA LIABILITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

- A.** The term "spouse" is replaced by the following:
 Spouse or party to a civil union recognized under New Jersey law.
- B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:
 "Family member" means a person related to the:
 - 1. Individual Named Insured by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of such Named Insured's household, including a ward or foster child; or
 - 2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
 "Family member" means a person related to you by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

- B.** Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

- 2.** If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:

- a.** We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:

- (1)** 10 days before the effective date of cancellation if we cancel for:

- (a)** Nonpayment of premium; or

- (b)** Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

- (i)** "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'; and

- (ii)** "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

- (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.
- C. The following is added to the **Cancellation** Common Policy Condition:
- 7. Cancellation Of Policies In Effect For 60 Days Or More**
- a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
- (1) Nonpayment of premium;
 - (2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);
 - (3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;
 - (4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;
 - (5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
 - (6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;
 - (7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;
 - (8) Loss of or reduction in available insurance capacity;
 - (9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
 - (10) Loss of or substantial changes in applicable reinsurance;
 - (11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;
- (12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefore and a reasonable opportunity to respond.
- (13) Agency termination, provided:
- (a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or
 - (b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.
- (14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.
- b. If we cancel this policy based on Paragraph 7.a.(1) or (2) above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.
- c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.
- d. Notice will be sent to the last mailing addresses known to us, by:
- (1) Certified mail; or
 - (2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.

- e. We need not send notice of cancellation if you have:
 - (1) Replaced coverage elsewhere; or
 - (2) Specifically requested termination.
- D. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

- 1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.
- 2. This notice will be sent to the first Named Insured at the last mailing address known to us by:
 - a. Certified mail; or
 - b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.
- 3. We need not mail or deliver this notice if you have:
 - a. Replaced coverage elsewhere; or
 - b. Specifically requested termination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 1., 2., 3. and 5. of the Cancellation Common Policy Condition are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Of Policies In Effect

a. 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph **A.2.a.(2)** below.
- (2) 15 days before the effective date of cancellation if we cancel for any of the following reasons:
 - (a) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
 - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
 - (c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;

- (d) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period;
- (e) Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, that results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, that causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
- (f) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;

(g) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or

(h) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. If we cancel for this reason, you may make a written request to the Insurance Department, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Insurance Department.

b. For More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed in Paragraph **A.2.a.(2)** above, provided:

(1) We mail the first Named Insured written notice at least 15 days before the effective date of cancellation; and

(2) If we cancel for nonpayment of premium, our notice of cancellation informs the first Named Insured of the amount due.

3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the **Cancellation Common Policy Condition**:

7. If one of the reasons for cancellation in Paragraph **A.2.a.(2)** or **D.2.b.(2)** exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

C. The following conditions are added:

1. Nonrenewal

If we decide not to renew this policy we will send notice as provided in Paragraph **C.3.** below.

2. Conditional Renewal

If we conditionally renew this policy subject to:

- a. A change of limits;
- b. A change in type of coverage;
- c. A reduction of coverage;
- d. An increased deductible;
- e. An addition of exclusion; or
- f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph **C.3.** below.

3. Notices Of Nonrenewal And Conditional Renewal

a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **C.1.** and **C.2.** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:

- (1) The expiration date; or
- (2) The anniversary date if this is a continuous policy.

b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

- c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.
 - d. If we violate any of the provisions of Paragraph **C.3.a., b. or c.** above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:
 - (1) And if notice is provided prior to the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel;
 - (2) And if the notice is provided on or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.
 - e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:
 - (1) Upon expiration of the 60-day period, unless Subparagraph (2) below applies; or
 - (2) Notwithstanding the provisions in Paragraphs **d.(1)** and **d.(2)**, as of the renewal date of the policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the policy.
 - f. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.
- D.** The following provisions apply when the Commercial Property Coverage Part, the Farm Coverage Part or the Capital Assets Program (Output Policy) Coverage Part is made a part of this policy:
- 1. Items **D.2.** and **D.3.** apply if this policy meets the following conditions:
 - a. The policy is issued or issued for delivery in New York State covering property located in this state; and
 - b. The policy insures:
 - (1) For loss of or damage to structures, other than hotels or motels, used predominantly for residential purposes and consisting of no more than four dwelling units; or
 - (2) For loss of or damage to personal property other than farm personal property or business property; or
 - (3) Against damages arising from liability for loss of, damage to or injury to persons or property, except liability arising from business or farming; and
 - c. The portion of the annual premium attributable to the property and contingencies described in **1.b.** exceeds the portion applicable to other property and contingencies.
 - 2. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:
 - 2. Procedure And Reasons For Cancellation**
 - a. We may cancel this entire policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
 - b. But if this policy:
 - (1) Has been in effect for more than 60 days; or

(2) Is a renewal of a policy we issued;
we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
- (2) Conviction of a crime arising out of acts increasing the risk of loss;
- (3) Discovery of fraud or material misrepresentation in obtaining the policy or in making a claim;
- (4) Discovery of willful or reckless acts or omissions increasing the risk of loss;
- (5) Physical changes in the covered property that make that property uninsurable in accordance with our objective and uniformly applied underwriting standards in effect when we:
 - (a) Issued the policy; or
 - (b) Last voluntarily renewed the policy;
- (6) The Superintendent of Insurance's determination that continuing the policy would violate Chapter 28 of the Insurance Law; or
- (7) Required pursuant to a determination by the Superintendent of Insurance that the continuation of our present premium volume would be hazardous to the interests of our policyholders, our creditors or the public.

3. The following are added:

a. Conditional Continuation

Instead of cancelling this policy, we may continue it on the condition that:

- (1) The policy limits be changed; or
- (2) Any coverage not required by law be eliminated.

If this policy is conditionally continued, we will mail or deliver to the first Named Insured written notice at least 20 days before the effective date of the change or elimination. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

b. Nonrenewal

If, as allowed by the laws of New York State, we:

- (1) Do not renew this policy; or
- (2) Condition policy renewal upon:

- (a) Change of limits; or
- (b) Elimination of coverage;

we will mail or deliver written notice of nonrenewal or conditional renewal:

- (a) At least 45 days; but
- (b) Not more than 60 days;

before the expiration date of the policy. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

E. The following is added to the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions, the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

When the property is subject to the Anti-arson Application in accordance with New York Insurance Department Regulation No. 96, the following provisions are added:

If you fail to return the completed, signed and affirmed anti-arson application to us:

1. Or our broker or agent within 45 days of the effective date of a new policy, we will cancel the entire policy by giving 20 days' written notice to you and to the mortgageholder shown in the Declarations.
2. Before the expiration date of any policy, we will cancel the policy by giving written notice to you and to the mortgageholder shown in the Declarations at least 15 days before the effective date of cancellation.

The cancellation provisions set forth in **E.1.** and **E.2.** above supersede any contrary provisions in this policy including this endorsement.

If the notice in **E.1.** or **E.2.** above is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

F. The following applies to the Commercial Property Coverage Part, the Farm Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

Paragraphs **f.** and **g.** of the **Mortgageholders** Condition are replaced by the following:

f. Cancellation

- (1) If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (a) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (b) 30 days before the effective date of cancellation if we cancel for any other reason.
- (2) If you cancel this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, cancellation will become effective on the later of:
 - (a) The effective date of cancellation of the insured's coverage; or
 - (b) 10 days after we give notice to the mortgageholder.

g. Nonrenewal

- (1) If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

- (2) If you elect not to renew this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, nonrenewal will become effective on the later of:

- (a) The expiration date of the policy; or
- (b) 10 days after we give notice to the mortgageholder.

G. The following provisions apply when the following are made a part of this policy:

Commercial General Liability Coverage Part
Employment-Related Practices Liability Coverage Part
Farm Liability Coverage Form
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

1. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph **C.3.d.** above.
2. The last sentence of Limits Of Insurance does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Requirements

a. Policies In Effect Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. Policies In Effect More Than 60 Days

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

- (1) Expiration of the policy term; or
- (2) Anniversary date,
 stated in the policy only for one or more of the following reasons:
 - (a) Nonpayment of premium;

- (b) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under this policy;
- (c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;
- (d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;
- (e) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;
- (f) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;

- (g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30;
 - (h) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;
 - (i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina; or
 - (j) You fail to meet the requirements contained in our corporate charter, articles of incorporation or by-laws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.
- We will mail or deliver written notice of cancellation to the first Named Insured at least:
- (i) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (ii) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.
 - d. We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.

B. The following provisions are added and supersede any other provisions to the contrary:

1. Nonrenewal

- a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:
 - (1) Expiration of the policy if this policy has been written for one year or less; or
 - (2) Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.
 - b. We need not mail or deliver the notice of nonrenewal if you have:
 - (1) Insured property covered under this policy, under any other insurance policy;
 - (2) Accepted replacement coverage; or
 - (3) Requested or agreed to nonrenewal of this policy.
 - c. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 2.** The written notice of cancellation or nonrenewal will:
- a. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and
 - b. State the reason or reasons for cancellation or nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2., 3. and 5. of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
 - b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
 - 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund, if any, will be computed on a pro rata basis. However, the refund may be less than pro rata if we made a loan to you for the purpose of payment of premiums for this policy.
- The cancellation will be effective even if we have not made or offered a refund.

B. The following provision is added to the **Cancellation** Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.
- b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (**c.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

- C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (**d.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

- (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- b.** If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**
- c.** If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d.** If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e.** If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f.** If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION - ASBESTOS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The following exclusion is added to the Commercial General Liability Coverage Form under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability

The following exclusion is added to the Products/Completed Operations Liability Coverage Form and the Owners and Contractors Protective Liability Coverage Form under Paragraph 2., Exclusions of Section I – Bodily Injury And Property Damage Liability

The following exclusion is added to the Railroad Protective Liability Coverage Form under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Physical Damage to Property

2. Exclusions

This insurance does not apply to:

Asbestos Liability

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, asbestos fibers or dust.
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, asbestos in any form.

- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, asbestos in any form, by any insured or by any other person or entity.

B. The following exclusion is added to the Commercial General Liability Coverage Form under Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Asbestos Liability

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, asbestos fibers or dust.
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, asbestos in any form, by any insured or by any other person or entity.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LEAD LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

- A.** The following exclusion is added to the Commercial General Liability Coverage Form under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** and Paragraph 2., **Exclusions of Section I – Coverage C – Medical Payments.**

The following exclusion is added to the Products/Completed Operations Liability Coverage Form and the Owners and Contractors Protective Liability Coverage Form under Paragraph 2., **Exclusions of Section I – Bodily Injury and Property Damage Liability.**

The following exclusion is added to the Railroad Protective Liability Coverage Form under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Physical Damage to Property.**

2. Exclusions

This insurance does not apply to:

Lead Liability

“Bodily Injury”, “property damage”, “personal and advertising injury” or any other loss, cost or expense:

- (1) Arising out of the presence, ingestion, inhalation, absorption, manufacture of, use of, sale of, installation of, removal of, distribution of or exposure to lead in any form or any product containing lead; or
- (2) In which the insured is obligated to pay to any party because of damages arising out of the presence, ingestion, inhalation, absorption, manufacture of, use of, sale of, installation of, removal of, distribution of or exposure to lead in any form or any product containing lead.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTANTS DEFINITION AMENDMENT

All Coverage Parts or Coverage Forms included in this policy are subject to the following:

The definition of "pollutants" is replaced in its entirety by the following:

"Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, radiation or radioactive contamination, pathogenic or poisonous biological or chemical materials and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of this policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME	
	PHONE (A/C. No. Ext) (866) 283-7122	FAX (A/C. No.) 800-363-0105
INSURED Trump Old Post Office, LLC 1100 Pennsylvania Avenue NW Washington DC 20004 USA	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A Continental Casualty Company	20443
	INSURER B ACE Property & Casualty Insurance Co.	20699
	INSURER C	
	INSURER D	
INSURER E		
INSURER F		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570059465224**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			(b)(4)	05/30/2015	05/30/2016	EACH OCCURRENCE
	<input type="checkbox"/> CLA MS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input checked="" type="checkbox"/> S R (b)(4)						MED EXP (Any one person)
	GEN'L AGGREGATE L MIT APPLIES PER:						PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE
	OTHER:						PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY						COMB NED S NGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY NJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY NJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR		(b)(4)	05/30/2015	05/30/2016	EACH OCCURRENCE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE				
			Products/Completed O				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				OTH-ER
							E L. EACH ACC DENT
							E L. DISEASE-EA EMPLOYEE
							E L. DISEASE-POLICY L MIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Trump Old Post Office, LLC (tenant) 1100 Pennsylvania Avenue NW, Washington DC, 20004. Government & National Parks Service are included as Additional Insured as it relates to operations performed under this contract, in accordance with the provisions of the General Liability policy. The Landlord in the OPO Lease is defined as "The UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (together with its permitted successors under this Lease, 'Landlord')". Privileged and Confidential Information not Subject to Release to the Public Under The freedom of information Act.

CERTIFICATE HOLDER**CANCELLATION**

National Park Service National Mall & Memorial Parks 900 Ohio Drive, SW Washington DC 20024 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>



GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION
SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)
301 7TH Street, SW, Room 2080
Washington, D.C. 20407
Tel. (202)708-5236 Fax (202)708-6207

**FEDERAL BUILDING
TEMPORARY OCCUPANCY CERTIFICATE**

PERMIT NO. THIS PERMIT IS VALID ONLY FOR THE PREMISES
DC0029-17-003(REV12) OF THE PROJECT ADDRESS **DATE: 1/31/17**

ADDRESS: 1100 Pennsylvania Ave., NW Washington, DC 20004	FLOOR(S): Ground Muscum, 9 th Floor NPS Space through 13 th Floor (Tower)	SERVICE DELIVERY CENTER: N/A
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PERMISSION IS HEREBY GRANTED TO: Old Post Office /National Park Service	TRADING AS:
APPROVED USES: Special Occupancy Tower Small Conference Room Museum	PREVIOUS USES: BUSINESS, ASSEMBLY, MERCANTILE
APPROVED OCCUPANCIES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS OCCUPANCIES: BUSINESS, ASSEMBLY, MERCANTILE

TYPE: BUILDING MODERNIZATION	TERM: 30 days	OCCUPIED SQ. FOOTAGE:	OCCUPANT LOAD: See below	EXPIRATION DATE: 2/28/17
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BUILDING CODE EDITON (AT TIME OF BUILDING CONSTRUCTION): IBC 2012	BUILDING CODE EDITON (AT TIME OF PERMIT ISSUANCE): IBC 2015	TYPE OF CONSTRUCTION: TYPE IB
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DESCRIPTION OF USE:

This TCO is for the National Park Service to run the Tower in the Old Post Office / Trump Hotel.
The permitted occupant load is as follows: 62 persons in the Museum Ground Floor, 38 persons in the 9th floor
NPS Space, 24 persons above the 9th floor.
TCO issued only when a FIRE WATCH for the entire Tower, ie. all areas above the 9th floor is in place.

THIS CERTIFICATE ENSURES THAT ALL FIRE PROTECTION AND LIFE SAFETY SYSTEMS HAVE BEEN COMPLETED,
INSPECTED, SUCCESSFULLY TESTED AND APPROVED TO PROVIDE A REASONABLE DEGREE OF SAFETY TO THE
BUILDING OCCUPANTS FROM FIRE AND SIMILAR EMERGENCIES.

LAURA DOYLE, P.E. GSA Fire Protection Engineer National Capital Region	(b) (6)
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GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION
SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)

301 7TH Street, SW, Room 2080
Washington, D.C. 20407
Tel. (202)708-5236 Fax (202)708-6207

**FEDERAL BUILDING
TEMPORARY OCCUPANCY CERTIFICATE**

PERMIT NO.

DC0029-17-003(REV13)

THIS PERMIT IS VALID ONLY FOR THE PREMISES
OF THE PROJECT ADDRESS

DATE: 2/28/17

ADDRESS: 1100 Pennsylvania Ave., NW Washington, DC 20004	FLOOR(S): Hotel G – 9 Annex G-2	SERVICE DELIVERY CENTER: N/A
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PERMISSION IS HEREBY GRANTED TO: TRUMP INTERNATIONAL HOTEL WASHINGTON DC	TRADING AS:
APPROVED USES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS USES: BUSINESS, ASSEMBLY, MERCANTILE
APPROVED OCCUPANCIES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS OCCUPANCIES: BUSINESS, ASSEMBLY, MERCANTILE

TYPE: BUILDING MODERNIZATION	TERM: Additional 60 days	OCCUPIED SQ. FOOTAGE: 408894 SQ. FEET	DESIGN OCCUPANT LOAD: 8672	EXPIRATION DATE: 4/28/2017
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BUILDING CODE EDITON (AT TIME OF BUILDING CONSTRUCTION): IBC 2012	BUILDING CODE EDITON (AT TIME OF PERMIT ISSUANCE): IBC 2015	TYPE OF CONSTRUCTION: TYPE IB
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DESCRIPTION OF USE:

HOTEL, ASSEMBLY, MERCANTILE, RESTAURANT

AREAS EXCLUDED FROM TCO:

- a. The NPS (as defined in the Lease) space on the 9th, 10th, 12th and 13th floor

**NO ELECTRONIC LOCKING OF DOORS PERMITTED EXCEPT DOORS TESTED AND APPROVED IN
THE JENSEN HUGHES TESTING REPORT DATED 9-27-16**

TCO issued in conjunction with Jensen Hughes Certification Letters :

- a. TCO Fire Alarm System dated 2/17/2017

- b. TCO Smoke Control System dated 9/10/16
- c. TCO Life Safety Letter dated 2/17/17,
- d. TCO Sprinkler System Letter dated 2/17/2017
- e. Kitchen Hood Fire Suppression Inspection and Acceptance dated 9/8/16
- f. ECS Letter for Recommendation for Partial Occupancy for Trump Old Post Office dated 2/17/2017

THIS CERTIFICATE ENSURES THAT ALL FIRE PROTECTION AND LIFE SAFETY SYSTEMS HAVE BEEN COMPLETED, INSPECTED, SUCCESSFULLY TESTED AND APPROVED TO PROVIDE A REASONABLE DEGREE OF SAFETY TO THE BUILDING OCCUPANTS FROM FIRE AND SIMILAR EMERGENCIES.

LAURA DOYLE P.E.
GSA Fire Protection Engineer
National Capital Region

(b) (6)



GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION
SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)

301 7TH Street, SW, Room 2080
Washington, D.C. 20407
Tel. (202)708-5236 Fax (202)708-6207

**FEDERAL BUILDING
TEMPORARY OCCUPANCY CERTIFICATE**

PERMIT NO.

DC0029-17-003(REV14)

THIS PERMIT IS VALID ONLY FOR THE PREMISES
OF THE PROJECT ADDRESS

DATE: 4/25/17

ADDRESS: 1100 Pennsylvania Ave., NW Washington, DC 20004	FLOOR(S): Hotel G – 9 Annex G-2	SERVICE DELIVERY CENTER: N/A
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PERMISSION IS HEREBY GRANTED TO: TRUMP INTERNATIONAL HOTEL WASHINGTON DC	TRADING AS:
APPROVED USES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS USES: BUSINESS, ASSEMBLY, MERCANTILE
APPROVED OCCUPANCIES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS OCCUPANCIES: BUSINESS, ASSEMBLY, MERCANTILE

TYPE: BUILDING MODERNIZATION	TERM: Additional 60 days	OCCUPIED SQ. FOOTAGE: 408894 SQ. FEET	DESIGN OCCUPANT LOAD: 8672	EXPIRATION DATE: 6/28/2017
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BUILDING CODE EDITON (AT TIME OF BUILDING CONSTRUCTION): IBC 2012	BUILDING CODE EDITON (AT TIME OF PERMIT ISSUANCE): IBC 2015	TYPE OF CONSTRUCTION: TYPE IB
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DESCRIPTION OF USE:

HOTEL, ASSEMBLY, MERCANTILE, RESTAURANT

AREAS EXCLUDED FROM TCO:

- a. The NPS (as defined in the Lease) space on the 9th, 10th, 12th and 13th floor
- b. SUMMER GARDEN covered by a separate Certificate of Occupancy.

**NO ELECTRONIC LOCKING OF DOORS PERMITTED EXCEPT DOORS TESTED AND APPROVED IN
THE JENSEN HUGHES TESTING REPORT DATED 9-27-16**

TCO issued in conjunction with Jensen Hughes Certification Letters :

- a. TCO Fire Alarm System dated 2/17/2017
- b. TCO Smoke Control System dated 9/10/16
- c. TCO Life Safety Letter dated 2/17/17,
- d. TCO Sprinkler System Letter dated 2/17/2017
- e. Kitchen Hood Fire Suppression Inspection and Acceptance dated 9/8/16
- f. ECS Letter for Recommendation for Partial Occupancy for Trump Old Post Office dated 2/17/2017

THIS CERTIFICATE ENSURES THAT ALL FIRE PROTECTION AND LIFE SAFETY SYSTEMS HAVE BEEN COMPLETED, INSPECTED, SUCCESSFULLY TESTED AND APPROVED TO PROVIDE A REASONABLE DEGREE OF SAFETY TO THE BUILDING OCCUPANTS FROM FIRE AND SIMILAR EMERGENCIES.

LAURA DOYLE P.E.
GSA Fire Protection Engineer
National Capital Region

(b) (6)



GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION
SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)
301 7TH Street, SW, Room 2080
Washington, D.C. 20407
Tel. (202)708-5236 Fax (202)708-6207

**FEDERAL BUILDING
TEMPORARY OCCUPANCY CERTIFICATE**

PERMIT NO.

DC0029-17-003(REV15)

THIS PERMIT IS VALID ONLY FOR THE PREMISES

OF THE PROJECT ADDRESS

DATE: 6/8/17

ADDRESS: 1100 Pennsylvania Ave., NW Washington, DC 20004	FLOOR(S): Ground Museum, 9th Floor NPS Space through 13th Floor (Tower)	SERVICE DELIVERY CENTER: N/A
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PERMISSION IS HEREBY GRANTED TO: Old Post Office /National Park Service	TRADING AS:
APPROVED USES: Special Occupancy Tower Small Conference Room Museum	PREVIOUS USES: BUSINESS, ASSEMBLY, MERCANTILE
APPROVED OCCUPANCIES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS OCCUPANCIES: BUSINESS, ASSEMBLY, MERCANTILE

TYPE: BUILDING MODERNIZATION	TERM: 60 days	OCCUPIED SQ. FOOTAGE:	OCCUPANT LOAD: See below	EXPIRATION DATE: 8/8/17
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BUILDING CODE EDITION (AT TIME OF BUILDING CONSTRUCTION): IBC 2012	BUILDING CODE EDITION (AT TIME OF PERMIT ISSUANCE): IBC 2015	TYPE OF CONSTRUCTION: TYPE IB
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DESCRIPTION OF USE:

**This TCO is for the National Park Service to run the Tower in the Old Post Office / Trump Hotel.
The permitted occupant load is as follows: 62 persons in the Museum Ground Floor, 38 persons in the 9th floor
NPS Space, 24 persons above the 9th floor.**

**THIS CERTIFICATE ENSURES THAT ALL FIRE PROTECTION AND LIFE SAFETY SYSTEMS HAVE BEEN COMPLETED,
INSPECTED, SUCCESSFULLY TESTED AND APPROVED TO PROVIDE A REASONABLE DEGREE OF SAFETY TO THE
BUILDING OCCUPANTS FROM FIRE AND SIMILAR EMERGENCIES.**

LAURA DOYLE, P.E. GSA Fire Protection Engineer National Capital Region	(b) (6)
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GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION
SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)
301 7TH Street, SW, Room 2080
Washington, D.C. 20407
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**FEDERAL BUILDING
OCCUPANCY CERTIFICATE**

**PERMIT NO.
DC0029-17-010**

THIS PERMIT IS VALID ONLY FOR THE PREMISES
OF THE PROJECT ADDRESS

DATE: 6/8/17

ADDRESS: 1100 Pennsylvania Ave., NW Washington, DC 20004	FLOOR(S): Ground Floor	SERVICE DELIVERY CENTER: N/A
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PERMISSION IS HEREBY GRANTED TO: TRUMP INTERNATIONAL HOTEL WASHINGTON DC Gift Shop	TRADING AS: Gift Shop
APPROVED USES: Mercantile	PREVIOUS USES: N/A
APPROVED OCCUPANCIES: Group M	PREVIOUS OCCUPANCIES: N/A

TYPE: Mercantile	TERM: N/A	OCCUPIED SQ. FOOTAGE: 273 sq/m	DESIGN OCCUPANT LOAD: 10	EXPIRATION DATE: N/A
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BUILDING CODE EDITON (AT TIME OF BUILDING CONSTRUCTION): IBC 2012	BUILDING CODE EDITON (AT TIME OF PERMIT ISSUANCE): IBC 2015	TYPE OF CONSTRUCTION: TYPE IB
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DESCRIPTION OF USE: Gift Shop on Ground Floor

THIS CERTIFICATE ENSURES THAT ALL FIRE PROTECTION AND LIFE SAFETY SYSTEMS HAVE BEEN COMPLETED, INSPECTED, SUCCESSFULLY TESTED AND APPROVED TO PROVIDE A REASONABLE DEGREE OF SAFETY TO THE BUILDING OCCUPANTS FROM FIRE AND SIMILAR EMERGENCIES.

LAURA DOYLE P.E. GSA Fire Protection Engineer National Capital Region	(b) (6)
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GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION
SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)

301 7TH Street, SW, Room 2080
Washington, D.C. 20407
Tel. (202)708-5236 Fax (202)708-6207

**FEDERAL BUILDING
TEMPORARY OCCUPANCY CERTIFICATE**

PERMIT NO.

DC0029-16-014(REV 2)

THIS PERMIT IS VALID ONLY FOR THE PREMISES
OF THE PROJECT ADDRESS

DATE: 9/28/2016

ADDRESS: 1100 Pennsylvania Ave., NW Washington, DC 20004		FLOOR(S): Hotel G – 9 Annex G-2		SERVICE DELIVERY CENTER: N/A	
PERMISSION IS HEREBY GRANTED TO: TRUMP INTERNATIONAL HOTEL WASHINGTON DC			TRADING AS:		
APPROVED USES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2			PREVIOUS USES: BUSINESS, ASSEMBLY, MERCANTILE		
APPROVED OCCUPANCIES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2			PREVIOUS OCCUPANCIES: BUSINESS, ASSEMBLY, MERCANTILE		
TYPE: BUILDING MODERNIZATION		TERM: 30 DAYS		OCCUPIED SQ. FOOTAGE: 408894 SQ. FEET	DESIGN OCCUPANT LOAD: 8672
EXPIRATION DATE: 10/11/16					
BUILDING CODE EDITON (AT TIME OF BUILDING CONSTRUCTION): IBC 2012		BUILDING CODE EDITON (AT TIME OF PERMIT ISSUANCE): IBC 2015		TYPE OF CONSTRUCTION: TYPE IB	

DESCRIPTION OF USE:

HOTEL, ASSEMBLY, MERCANTILE, RESTAURANT

AREAS EXCLUDED FROM TCO:

- a. Northeast corner Trump townhouse – room 141
- c. Ground floor: northwest kitchen space, spa
- d. The entire garage parking area in the annex
- e. The NPS (as defined in the Lease) space on the 9th, 10th, 12th and 13th floor
- f. Floor 1, rooms: 110, 112, 114, 116, 118, 120, 121, 122
- g. Mezzanine level, rooms: M110, M112, M114, M116, M118, M120, M121, M122
- h. Floor 2, rooms: 236, 239-245

- i. Floor 4, room 401
- j. Floor 5, rooms: 509, 522, 535, 539, 544
- k. The entirety of floor 9 with the exception of the following which are included: C&R office, accounting office, I.T. office, and F&B office

NO ELECTRONIC LOCKING OF DOORS PERMITTED DOORS TESTED AND APPROVED IN THE JENSEN HUGHES TESTING REPORT DATED 9-27-16

TCO issued in conjunction with Jensen Hughes Certification Letters :

- a. TCO Fire Alarm System dated 9/11/16
- b. TCO Smoke Control System dated 9/10/16
- c. TCO Life Safety Letter dated 9/8/16
- d. TCO Sprinkler Testing and Inspection Letter dated 9/11/16
- e. Kitchen Hood Fire Suppression Inspection and Acceptance dated 9/8/16
- f. ECS Letter for Recommendation for Partial Occupancy for Trump Old Post Office dated 9/9/16

THIS CERTIFICATE ENSURES THAT ALL FIRE PROTECTION AND LIFE SAFETY SYSTEMS HAVE BEEN COMPLETED, INSPECTED, SUCCESSFULLY TESTED AND APPROVED TO PROVIDE A REASONABLE DEGREE OF SAFETY TO THE BUILDING OCCUPANTS FROM FIRE AND SIMILAR EMERGENCIES.

LAURA DOYLE, P.E.
GSA Fire Protection Engineer
National Capital Region

(b) (6)



GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION
SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)

301 7TH Street, SW, Room 2080
Washington, D.C. 20407
Tel. (202)708-5236 Fax (202)708-6207

**FEDERAL BUILDING
TEMPORARY OCCUPANCY CERTIFICATE**

PERMIT NO.

DC0029-16-014(REV 2)

THIS PERMIT IS VALID ONLY FOR THE PREMISES
OF THE PROJECT ADDRESS

DATE: 9/28/2016

ADDRESS: 1100 Pennsylvania Ave., NW Washington, DC 20004	FLOOR(S): Hotel G – 9 Annex G-2	SERVICE DELIVERY CENTER: N/A
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PERMISSION IS HEREBY GRANTED TO: TRUMP INTERNATIONAL HOTEL WASHINGTON DC	TRADING AS:
APPROVED USES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS USES: BUSINESS, ASSEMBLY, MERCANTILE
APPROVED OCCUPANCIES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS OCCUPANCIES: BUSINESS, ASSEMBLY, MERCANTILE

TYPE: BUILDING MODERNIZATION	TERM: 30 DAYS	OCCUPIED SQ. FOOTAGE: 408894 SQ. FEET	DESIGN OCCUPANT LOAD: 8672	EXPIRATION DATE: 10/11/16
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BUILDING CODE EDITON (AT TIME OF BUILDING CONSTRUCTION): IBC 2012	BUILDING CODE EDITON (AT TIME OF PERMIT ISSUANCE): IBC 2015	TYPE OF CONSTRUCTION: TYPE IB
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DESCRIPTION OF USE:

HOTEL, ASSEMBLY, MERCANTILE, RESTAURANT

AREAS EXCLUDED FROM TCO:

- a. Northeast corner Trump townhouse – room 141
- c. Ground floor: northwest kitchen space, spa
- d. The entire garage parking area in the annex
- e. The NPS (as defined in the Lease) space on the 9th, 10th, 12th and 13th floor
- f. Floor 1, rooms: 110, 112, 114, 116, 118, 120, 121, 122
- g. Mezzanine level, rooms: M110, M112, M114, M116, M118, M120, M121, M122
- h. Floor 2, rooms: 236, 239-245

- i. Floor 4, room 401
- j. Floor 5, rooms: 509, 522, 535, 539, 544
- k. The entirety of floor 9 with the exception of the following which are included: C&R office, accounting office, I.T. office, and F&B office

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THIS CERTIFICATE ENSURES THAT ALL FIRE PROTECTION AND LIFE SAFETY SYSTEMS HAVE BEEN COMPLETED, INSPECTED, SUCCESSFULLY TESTED AND APPROVED TO PROVIDE A REASONABLE DEGREE OF SAFETY TO THE BUILDING OCCUPANTS FROM FIRE AND SIMILAR EMERGENCIES.

LAURA DOYLE, P.E.
GSA Fire Protection Engineer
National Capital Region

(b) (6)



GOVERNMENT OF DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION
1100 4TH STREET SW / 2ND FLOOR, WASHINGTON, DC 20024

d.

PUBLIC SPACE OCCUPANCY/PARKING PERMIT

		PERMIT NO:	PA10172472-R1
EWR No:		Source Permit:	PA10172472
Location:	1100 - 1199 BLOCK OF PENNSYLVANIA AVENUE NW, 200 - 399 BLOCK OF 12TH STREET NW		
Permission Granted To:	LEND LEASE US CONSTRUCTION		
Permit Fee No:	300412976	Permit Fee Amount:	(b) (4)
Meter Fee No:	M12979	Meter Fee Amount:	
Deposit No:	S53871	Deposit Amount:	Waived)
Public Inconvenience Fee No:	PIF12977	Public Inconvenience Fee Amount:	

Permission is hereby granted to the entity named above to perform the work described herein at the address shown above in strict accordance with all conditions stated on all pages of this permit as well as on the application submitted.

Event: Construction Staging Area	Number of Steel Plate:	
Spaces Occupied: 30	Start Time: 9:30 AM	End Time: 3:30 PM
Meter Numbers (If applicable): 20120202, 20120291		

Location Description:

INCLUDING CLOSURE OF 12TH ST (WEST) SIDE OF PROPERTY SIDEWALK BETWEEN PENNSYLVANIA AVE AND 12TH ST NW INTERSECTION SOUTH TO MID-BLOCK PEDESTRIAN CROSSWALK BETWEEN PENNSYLVANIA AVE AND CONSTITUTION AVE, CONSTRUCTION ACCESSES, COVERED WALK, SCAFFOLD ERECTION ON OLD POST OFFICE BUILDING WEST, HOIST LOCATIONS, LOADING/DELIVERY LOCATIONS, DUE TO PUBLIC SAFETY CONCERNS DUE TO PROXIMITY TO CONSTRUCTION FOR THE DURATION OF THE CONSTRUCTION PERIOD OF THE PROJECT. CURB LANE OCCUPANCY NON-RUSH ONLY.

Conditions:

- *"Emergency No Parking" and "Reserved Parking" signs must be posted no less than 72 hours in residential zones and 24 hours in business zones prior to occupancy. Signs must be immediately removed upon completion of work.
- *All work and occupancy must comply with all District regulations and statutes. Violation may result in revocation of this permit.
- *If street, alley or sidewalk closures are involved, approved Traffic Control Plan (TCP) is a part of this permit and must be on site at all times and visible from public space.
- *Must not block any Metro Transit bus stops or Metro entrances without the permission of WMATA and DDOT.
- *Must not block Fire Hydrants or any important utility structures (e.g. manholes, vault grates, ventilation, traffic signal box, etc...)
- *Must not occupy Loading Zones and driveways.
- *No crossing of sidewalk with trucks unless permission is granted and noted on TCP by DDOT.
- *Only registered commercial vehicles directly needed for construction are permitted to be parked in the area defined by this Permit when applicable.
- *Permit holder is responsible for all damage to public space as a result of work done under this permit.
- *Permit holder is responsible for obtaining any additional permits required by statute or regulation including DOH, WASA, FEMS, MPDC, DDOT and DCRA permits.
- *Prior to street, alley and sidewalk closures Permittee must immediately notify FEMS, MPDC and MPD.
- *Renewals require all prior public space permits be on premise.
- *This permit is revocable at any time at the discretion of FEMS, MPD and/or DDOT.
- *This permit must be on site at all times and visible from public space.
- * Person(s) who posts an unauthorized sign or removes an authorized sign is subject to a fine of \$100 per day.
- * All street trees located within the construction work zone shall have a 4' high orange snow fence placed around the tree space (4' x 10'). The fence shall be install prior to work starting and removed after work has been completed.
- * Trash containers and Moving Containers are to be placed in curb lane at the front of this property unless specified elsewhere on the Permit.
- *No work or construction in public space is authorized by this permit.
- *No work is permitted before 7am or after 7pm Mon. thru Sat. or all day Sun.. Work before 7am or after 7pm Mon. thru Sat. or all day Sun. requires permit from DCRA.
- *Permit holder is responsible for contacting DDOT at 202-671-2020 to request the reinstallation of parking meters.
- *This permit does not authorize the removal of parking meters or parking meter heads.
- *Contractor must call Meter Branch at 671-2020 for meter bagging or to remove parking meters or parking meter heads.
- *This permit is not valid until the later of the Effective Date and the Issuance Date.

Permit Effective: 07/15/2015

Permit Expires: 01/10/2016

Carl Kanhal

Leif Dormsjo

Public Space Permit Staff

Director



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Declarations ACE Umbrella Plussm

Commercial Umbrella Liability Policy

Policy Symbol: (b) (4)	Previous Policy Symbol: (b) (4)
Policy Number: (b) (4)	Previous Policy Number: (b) (4)
<p>COVERAGE IS PROVIDED IN THE COMPANY SHOWN BELOW</p> <p>ACE Property and Casualty Insurance Company</p>	
<p>Named Insured and Address</p> <p>The Trump Organization 721-725 Fifth Avenue New York, NY 10022</p>	<p>Producer Name and Address</p> <p>AON Risk Services Northeast Inc 199 Water Street, 33rd Floor New York, NY 10038</p> <p>PRODUCER CODE 380063</p>
<p>Policy Period: From 05/16/2013 to 05/16/2014</p> <p>12:01 A.M Standard Time at the Address of the Named Insured as stated herein</p>	
<p>Limits of Insurance</p> <p>\$ (b) (4) Each Occurrence</p> <p>\$ General Aggregate</p> <p>\$ Products Completed-Operations Aggregate \$ (b) (4) Self-Insured Retention</p>	
<p>Annual Premium</p> <p>\$ (b) (4) Premium \$ (b) (4) Terrorism Premium included in Annual Premium</p> <p>\$ [State Surcharge]</p> <p>\$ Premium, including all Surcharges and Assessments</p>	
<p>Policy Period Premium</p> <p>\$ (b) (4) Premium \$ (b) (4) Terrorism Premium included in Annual Premium</p> <p>\$ Premium, including all Surcharges and Assessments</p>	
<p>Schedule of Underlying Insurance</p> <p>Refer to the attached Schedule of Underlying Insurance, which forms a part of this Policy's Declarations.</p>	
<p>Endorsements and Forms</p> <p>Refer to the attached Schedule of Endorsements for the forms and endorsements forming this policy at inception.</p>	



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Schedule of Underlying Insurance

NAMED INSURED The Trump Organization	POLICY NUMBER (b) (4)	POLICY PERIOD 05/16/2013 to 05/16/2014
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General Liability – The Trump Organization		Limits of Insurance
Company: QBE Insurance Corporation	General Aggregate	\$(b) (4)
\$(b) (4) SIR: All Other Operations	Products - Completed Operations Aggregate	\$
Policy Number: (b) (4)	Personal and Advertising Injury	\$
Policy Period: 05/16/2013 to 05/16/2014	Each Occurrence	\$
	Employee Benefits Liability	\$
	Employee Benefits Liability Aggregate	\$
	Liquor Liability – Each Common Cause	\$
	Liquor Liability Aggregate	\$
	Garagekeepers	\$
General Liability – Trump International Hotel		Limits of Insurance
\$(b) (4) SIR: Trump International Hotel & Tower (NY, Las Vegas & Chicago.)	General Aggregate	\$
Company: QBE Insurance Corporation	Products - Completed Operations Aggregate	\$
Policy Number: (b) (4)	Each Occurrence	\$
Policy Period: 05/16/2013 to 05/16/2014	Personal & Advertising Liability	\$
	Employee Benefits Liability	\$
	Employee Benefits Liability Aggregate	\$
	Liquor Liability	\$
	Liquor Liability Aggregate	\$
	Garagekeepers	\$
Automobile Liability – The Trump Organization		Limits of Insurance
Company: QBE Insurance Corporation	Bodily Injury and Property Damage	
	Combined Single Limit	
Policy Number: (b) (4)	\$ (b) (4) Each Accident	
Policy Period: 05/16/2013 to 05/16/2014		
In any jurisdiction, state, or province where the amount of Employers Liability Insurance provided by the Underlying Insurer(s) is by law "Unlimited", the underlying Employers Liability limit(s) shown in the above schedule do not apply and no coverage shall be provided for Employers Liability under this policy.		



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Schedule of Underlying Insurance (Continued)

NAMED INSURED The Trump Organization	POLICY NUMBER (b) (4)	POLICY PERIOD 05/16/2013 to 05/16/2014
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Coverage	Employers Liability – Trump International Hotel and Tower (Chicago)	Limits of Insurance
Company	Praetorian Insurance Company	Bodily Injury by Accident
Policy Number	(b) (4)	\$ (b) (4) Each Accident
		Bodily Injury By Disease
Policy Period	05/16/2013 to 05/16/2014	\$ (b) (4) Each Policy
		\$ (b) (4) Each Employee
Coverage	Employers Liability – Trump International Hotel and Tower (Las Vegas) Ruffin Tower I, LLC	Limits of Insurance
Company	Praetorian Insurance Company	Bodily Injury by Accident
Policy Number	(b) (4)	\$ (b) (4) Each Accident
		Bodily Injury By Disease
Policy Period	05/16/2013 to 05/16/2014	\$ (b) (4) Each Policy
		\$ (b) (4) Each Employee
Coverage	General Liability – Miss Universe	Limits of Insurance
Company	Federal Insurance Company	\$ (b) (4) Each Occurrence
Policy Number	(b) (4)	\$ (b) (4) General Aggregate
Policy Period	02/28/2013 to 02/28/2014	\$ (b) (4) Personal & Advertising Liability
		*Products- Completed Operations Aggregate is included in General Aggregate Limit



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Schedule of Underlying Insurance (Continued)

NAMED INSURED The Trump Organization	POLICY NUMBER (b) (4)	POLICY PERIOD 05/16/2013 to 05/16/2014
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Coverage	Non-Owned & Hired Liability – Miss Universe	Limits of Insurance
Company	Federal Insurance Company	
Policy Number	(b) (4)	\$ (b) (4) Each Accident
Policy Period	02/28/2013 to 02/28/2014	
Coverage	Employers Liability – Miss Universe	Limits of Insurance
Company	Federal Insurance Company	Bodily Injury by Accident
Policy Number	(b) (4)	\$ (b) (4) Each Accident
		Bodily Injury By Disease
Policy Period	02/28/2013 to 02/28/2014	\$ (b) (4) Each Policy
		\$ (b) (4) Each Employee
Coverage	Foreign General Liability – Miss Universe	Limits of Insurance
Company	ACE	\$ (b) (4) Each Occurrence
Policy Number	(b) (4)	\$ (b) (4) Products - Completed Operations Aggregate
		\$ (b) (4) Personal & Advertising Liability
Policy Period	02/28/2013 to 02/28/2014	\$ (b) (4) Employee Benefits Liability
		\$ (b) (4) Employee Benefits Liability Aggregate
Coverage	Foreign Contingent Automobile Liability – Miss Universe	Limits of Insurance
Company	ACE	
Policy Number	(b) (4)	\$ (b) (4) Each Accident
Policy Period	02/28/2013 to 02/28/2014	



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Schedule of Underlying Insurance (Continued)

NAMED INSURED The Trump Organization	POLICY NUMBER (b) (4)	POLICY PERIOD 05/16/2013 to 05/16/2014
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Coverage	Foreign Employers Liability – Miss Universe	Limits of Insurance
Company	ACE	Bodily Injury by Accident
Policy Number	(b) (4)	\$ (b) (4) Each Accident
Policy Period	05/16/2013 to 05/16/2014	Bodily Injury By Disease
		\$ (b) (4) Each Policy
		\$ (b) (4) Each Employee
Coverage	Miss Universe – Umbrella Liability (does not include foreign)	Limits of Insurance
Company	Federal Insurance Company	\$ (b) (4) Excess & Other Aggregate Limit
Policy Number	(b) (4)	\$ (b) (4) AI & PI Aggregate Limit
Policy Period	02/28/2013 to 02/28/2014	\$ (b) (4) Each Occurrence
		\$ (b) (4) Umbrella Coverages Aggregate
		\$ (b) (4) Products Completed Operations Aggregate
Coverage	General Liability – Trump Model Management	Limits of Insurance
Company	Travelers	\$ (b) (4) Each Event Limit
Policy Number	(b) (4)	\$ (b) (4) General Aggregate
Policy Period	01/27/2013 to 01/27/2014	\$ (b) (4) Products-Completed Operations Aggregate



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Schedule of Underlying Insurance (Continued)

NAMED INSURED The Trump Organization	POLICY NUMBER (b) (4)	POLICY PERIOD 05/16/2013 to 05/16/2014
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Coverage	Employers Liability – Trump Model Management	Limits of Insurance
Company	Travelers	Bodily Injury by Accident
Policy Number	(b) (4)	\$ (b) (4) Each Accident
Policy Period	01/27/2013 to 01/27/2014	Bodily Injury By Disease
		\$ (b) (4) Each Policy
		\$ (b) (4) Each Employee
Coverage	Personal Liability – (b) (6)	Limits of Insurance
Company	Chartis	(b) (4) Each Occurrence
Policy Number	(b) (4)	
Policy Period	04/14/2013 to 04/14/2014	
Coverage	Personal Liability – (b) (6)	Limits of Insurance
Company	Pacific Indemnity Company	\$ (b) (4) Each Occurrence
Policy Number	(b) (4)	
Policy Period	11/23/2012 to 11/23/2013	
Coverage	Personal Liability – (b) (6)	Limits of Insurance
Company	Pacific Indemnity Company	\$ (b) (4) Each Occurrence
Policy Number	(b) (6)	
Policy Period	08/05/2012 to 08/05/2013	
Coverage	Personal Liability – (b) (6)	Limits of Insurance
Company	Pacific Indemnity Company	\$ (b) (4) Each Occurrence
Policy Number	(b) (4)	
Policy Period	02/15/2013 to 02/15/2014	



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Schedule of Underlying Insurance (Continued)

NAMED INSURED The Trump Organization	POLICY NUMBER (b) (4)	POLICY PERIOD 05/16/2013 to 05/16/2014
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Coverage	Aircraft Liability	Limits of Insurance
Company	Global Aerospace	\$ (b) (4) Each Occurrence (Owned coverage for the Boeing 757 and Cessna Citation)
Policy Number	(b) (4)	\$ (b) (4) Each Occurrence (Owned coverage for the Sikorsky S-76 helicopter)
Policy Period	07/09/2012 to 07/09/2013	\$ (b) (4) Each Occurrence (Non-owned Coverage)
Coverage	Employers Liability- Trump Park Ave	Limits of Insurance
Company	Praetorian Insurance Company	Bodily Injury by Accident
Policy Number	(b) (4)	\$ (b) (4) Each Accident
Policy Period	05/16/2013 to 05/16/2014	Bodily Injury By Disease
		\$ (b) (4) Each Policy
		\$ Each Employee
Coverage	Employers Liability- Trump World Tower	Limits of Insurance
Company	Praetorian Insurance Company	Bodily Injury by Accident
Policy Number	(b) (4)	\$ (b) (4) Each Accident
Policy Period	05/16/2013 to 05/16/2014	Bodily Injury By Disease
		\$ (b) (4) Each Policy
		\$ Each Employee
Coverage	Commercial General Liability (Eric Trump Foundation)	Limits of Insurance
Company	Great Divide Insurance Company	\$ (b) (4) General Aggregate (Other than Products-Completed Operations Aggregate)
Policy Number	(b) (4)	\$ (b) (4) Products-Completed Operations Aggregate
Policy Period	09/27/2012 to 09/27/2013	\$ (b) (4) Personal and Advertising Injury Limit
		\$ Each Occurrence

**DISCLOSURE PURSUANT TO TERRORISM RISK
INSURANCE ACT**

Named Insured The Trump Organization			Endorsement Number 24
Policy Symbol (b)	Policy Number (b) (4)	Policy Period 05/16/2013 to 05/16/2014	Effective Date of Endorsement 05/16/2013
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Terrorism Risk Insurance Act premium: (b) (4)

Authorized Agent

Includes copyrighted material of Insurance Services office, Inc., with its permission



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/06/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	Aon Risk Services Northeast, Inc. 199 Water Street New York, NY 10038 Ms. Christine Tobin	CONTACT NAME:	Ms. (b) (6)		
		PHONE (A/C, No, Ext):	(212) 479-3619	FAX (A/C, No):	
		E-MAIL ADDRESS:	(b) (6) @aon.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A:		Westchester Surplus Lines Insurance Company	
INSURED	Trump Old Post Office LLC 1100 Pennsylvania Avenue NW Washington DC 20004	INSURER B:		See Attached Exhibit	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			TBD	08/05/2014	11/05/2016	Per Claim/Occ	\$ (b) (4)
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		General Agg				\$	
	<input type="checkbox"/> CLA MS-MADE <input checked="" type="checkbox"/> OCCUR		Prod & Comp Opp Agg				\$	
	AGGREGATE L MIT APPL ES PER:		Personal & Adv. Injury				\$	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						Medical Expense	\$
	AUTOMOBILE LIABILITY							
	<input type="checkbox"/> ANY AUTO							
	<input type="checkbox"/> ALL OWNED AUTOS							
	<input type="checkbox"/> H RED AUTOS							
	<input type="checkbox"/> SCHEDULED AUTOS							
	<input type="checkbox"/> NON-OWNED AUTOS							
B	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	See Attached Exhibit	08/05/2014	11/05/2016	Per Claim/Occ	\$ (b) (4)
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				Aggregate	\$
	DED		RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	
	ANY PROPR ETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						EL Each Accident	\$
							EL Disease Policy Limit	\$
							EL Disease Each Accident	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Trump Old Post Office General Liability/Excess Liability Owner Controlled Insurance Program.

Designated Project Site: Old Post Office/Trump International Hotel, 1100 Pennsylvania Avenue NW, Washington DC

Includes products/completed operations extension coverage of the lesser of 10 years or statute of repose.

CERTIFICATE HOLDER

CANCELLATION

U.S. General Services Administration
301 7th Street SW
Washington DC 20407-0001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Aon Risk Services Central, Inc.

Aon Risk Services Central, Inc.

Trump Old Post Office GL/XS OCIP Excess Placement Exhibit

Effective 08/05/2014 – 11/05/2016

Insurer	Policy Number	Limit
Westchester Surplus Lines Insurance Co.	TBD	(b) (4) (b) (4) Each Occurrence General Aggregate
Starr Indemnity & Liability Company	TBD	(b) (4) (b) (4) Each Occurrence General Aggregate
Berkley Insurance Company	TBD	(b) (4) (b) (4) Each Occurrence General Aggregate
Great American Assurance Company	TBD	(b) (4) (b) (4) Each Occurrence General Aggregate
Endurance American Insurance Company	TBD	(b) (4) (b) (4) Each Occurrence General Aggregate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/07/2014

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PRODUCER	Aon Risk Services Northeast, Inc. 199 Water Street New York, NY 10038 (b) (6)	CONTACT NAME: Ms. (b) (6)	PHONE (A/C, No, Ext): (212) 479-3619	FAX (A/C, No):
		E-MAIL ADDRESS: (b) (6) @aon.com	INSURER(S) AFFORDING COVERAGE	
INSURED	Trump Old Post Office LLC 1100 Pennsylvania Avenue NW Washington DC 20004	INSURER A: Westchester Surplus Lines Insurance Company		NAIC #
		INSURER B: See Attached Exhibit		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			TBD	08/05/2014	11/05/2016	Per Claim/Occ \$ (b) (4)
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		General Agg \$				
	<input type="checkbox"/> CLA MS-MADE <input checked="" type="checkbox"/> OCCUR		Prod & Comp Opp Agg \$				
	AGGREGATE L MIT APPL ES PER:		Personal & Adv. Injury \$				
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						Medical Expense \$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input type="checkbox"/> H RED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			See Attached Exhibit	08/05/2014	11/05/2016	Per Claim/Occ \$ (b) (4)
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		Aggregate \$				
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPR ETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						EL Each Accident \$
							EL Disease Policy Limit \$
							EL Disease Each Accident \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Trump Old Post Office General Liability/Excess Liability Owner Controlled Insurance Program.

Designated Project Site: Old Post Office/Trump International Hotel, 1100 Pennsylvania Avenue NW, Washington DC

Includes products/completed operations extension coverage of the lesser of 10 years or statute of repose.

A Waiver of Subrogation is granted in favor of the certificate holder in accordance with the policy provisions of the General Liability/Excess Liability Owner Controlled Insurance policies.

CERTIFICATE HOLDER

CANCELLATION

U.S. General Services Administration
301 7th Street SW
Washington DC 20407-0001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Aon Risk Services Central, Inc.

Aon Risk Services Central, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/07/2014

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		PHONE (A/C, No, Ext):	(212) 479-3619	FAX (A/C, No):
		E-MAIL ADDRESS:	(b) (6) @aon.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Westchester Surplus Lines Insurance Company	
INSURED	Lend Lease (US) Construction Inc. One Preserve Parkway, Suite 700 Rockville, MD 20852	INSURER B:	See Attached Exhibit	
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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A	GENERAL LIABILITY			TBD	08/05/2014	11/05/2016	Per Claim/Occ	\$ (b) (4)
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						General Agg	\$
	<input type="checkbox"/> CLA MS-MADE <input checked="" type="checkbox"/> OCCUR						Prod & Comp Opp Agg	\$
	GENL AGGREGATE L MIT APPL ES PER:						Personal & Adv. Injury	\$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						Medical Expense	\$
	AUTOMOBILE LIABILITY							
	<input type="checkbox"/> ANY AUTO							
	<input type="checkbox"/> ALL OWNED AUTOS							
	<input type="checkbox"/> H RED AUTOS							
	<input type="checkbox"/> SCHEDULED AUTOS							
	<input type="checkbox"/> NON-OWNED AUTOS							
B	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	See Attached Exhibit	08/05/2014	11/05/2016	Per Claim/Occ	\$
	EXCESS LIAB		CLAIMS-MADE				Aggregate	\$ (b) (4)
	DED		RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	
	ANY PROPR ETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						EL Each Accident	\$
							EL Disease Policy Limit	\$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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Designated Project Site: Old Post Office/Trump International Hotel, 1100 Pennsylvania Avenue NW, Washington DC

Includes products/completed operations extension coverage of the lesser of 10 years or statute of repose.

CERTIFICATE HOLDER

CANCELLATION

Lend Lease (US) Construction Inc.
One Preserve Parkway, Suite 700
Rockville, MD 20852

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Aon Risk Services Central, Inc.

Aon Risk Services Central, Inc.

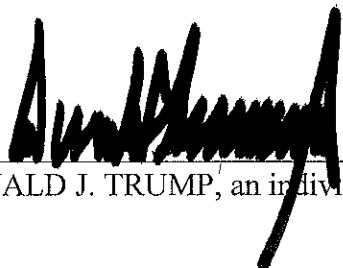
Trump Old Post Office GL/XS OCIP Excess Placement Exhibit

Effective 08/05/2014 – 11/05/2016

Insurer	Policy Number	(b) (4)	Limit
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Starr Indemnity & Liability Company	TBD		Each Occurrence General Aggregate
Berkley Insurance Company	TBD		Each Occurrence General Aggregate
Great American Assurance Company	TBD		Each Occurrence General Aggregate
Endurance American Insurance Company	TBD		Each Occurrence General Aggregate

CERTIFICATE OF FINANCIAL STATUS

DONALD J. TRUMP, an individual ("**Guarantor**"), hereby certifies that, as of this 19th day of August 2016, Guarantor's financial status has not adversely changed from that financial condition evidenced in the Proposal of Trump Old Post Office, LLC (dated July 20, 2011) in Response to Request for Proposal, U.S. General Services Administration, Redevelopment of the Old Post Office Building, Washington, D.C., Trump International Hotel, Old Post Office Building, Washington, D.C.



DONALD J. TRUMP, an individual

State of Delaware

Annual Franchise Tax Report

CORPORATION NAME				TAX YR.
TRUMP OLD POST OFFICE MEMBER CORP				2016
FILE NUMBER 5005098	INCORPORATION DATE 2011/06/30	RENEWAL/REUOCATION DATE		
PRINCIPAL PLACE OF BUSINESS 1100 PENNSYLVANIA AVE NW WASHINGTON , NY 20004			PHONE NUMBER (212) 715-7285 EXT: 7285	
REGISTERED AGENT NATIONAL REGISTERED AGENTS, INC. 160 GREENTREE DR STE 101 DOVER DE 19904				AGENT NUMBER 9216365
AUTHORIZED STOCK BEGIN DATE 2011/06/30	END DATE	DESIGNATION/ STOCK CLASS COMMON	NO. OF SHARES 100	PAR VALUE/ SHARE .0000000000
OFFICER		NAME		TITLE
		(b) (6)		(b) (6)
STREET/CITY/STATE/ZIP 725 FIFTH AVENUE NEW YORK, NY 10022				
DIRECTORS		NAME		TITLE
		(b) (6)		(b) (6)
STREET/CITY/STATE/ZIP 725 FIFTH AVENUE NEW YORK, NY 10022				
		(b) (6)		(b) (6)
STREET/CITY/STATE/ZIP 725 FIFTH AVENUE NEW YORK, NY 10022				
<p>NOTICE: Pursuant to 8 Del. C. 502(b), If any officer or director of a corporation required to make an annual franchise tax report to the Secretary of State shall knowingly make any false statement in the report, such officer or director shall be guilty of perjury.</p> <p>AUTHORIZED BY (OFFICER, DIRECTOR OR INCORPORATOR) ALLEN WEISSELBERG 725 FIFTH AVENUE NEW YORK, NY 10022 US</p> <p style="text-align: right;">DATE 2017/01/31 TITLE VICE PRESIDENT</p>				

State of Delaware
Annual Franchise Tax Report

[illegible]



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/30/2014

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PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME	
	PHONE (A/C. No. Ext) (866) 283-7122	FAX (A/C. No.) 800-363-0105
INSURED Trump Old Post Office, LLC 1100 Pennsylvania Avenue NW Washington DC 20004 USA	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A ACE Property & Casualty Insurance Co.	20699
	INSURER B Praetorian Insurance Company	37257
	INSURER C QBE Insurance Corporation	39217
	INSURER D	
	INSURER E	
	INSURER F	

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** (b)(4)**REVISION NUMBER:**

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Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$100,000 GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			(b)(4) terms & conditions	05/16/2014	05/16/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV NJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG S R/Deductible (b)(4)
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			(b)(4)			COMB NED S NGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION (b)(4)			(b)(4)	05/16/2014	05/16/2015	EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	(b)(4)	05/16/2014	05/16/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L. EACH ACC DENT E L. DISEASE-EA EMPLOYEE E L. DISEASE-POLICY L MIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Trump Old Post Office, LLC (tenant) 1100 Pennsylvania Avenue NW, Washington DC, 20004. Government and National Parks Service are included as an Additional Insured as it relates to operations performed under this contract, in accordance with the provisions of the General Liability policy. The Landlord in the OPO Lease is defined as "The UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (together with its permitted successors under this Lease, 'Landlord')". Privileged and Confidential Information not Subject to Release to the Public Under The freedom of information Act.

CERTIFICATE HOLDER**CANCELLATION**

U.S. General Services Administration 301 7th Street SW Washington DC 20407-0001 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

Certificate No : 570053936680



AGENCY CUSTOMER ID: (b)(4)

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Trump Old Post Office, LLC	
POLICY NUMBER See Certificate Number: (b)(4)			
CARRIER See Certificate Number: (b)(4)	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional layers

Excess Layers 5/16/14-5/16/15

(b)(4) ACE BERMUDA INSURANCE LTD. (BERMUDA POLICY Direct Placement with Aon Bermuda Ltd.)
Policy Number: (b)(4)

(b)(4) North American Specialty Insurance Company (Swiss Re)
Policy Number: (b)(4)

(b)(4) Allied World Assurance Company (US), Inc.
Policy Number: (b)(4)

(b)(4) Navigators Insurance Company
Policy Number: (b)(4)

(b)(4) Great American Insurance Company of N.Y.
Policy Number: (b)(4)

(b)(4) QBE Insurance Corporation
Policy Number: (b)(4)

(b)(4) Federal Insurance Company
Policy Number: (b)(4)

(b)(4) Ohio Casualty Insurance Company
Policy Number: (b)(4)

(b)(4) RSUI Indemnity Company
Policy Number: (b)(4)

(b)(4) St. Paul Fire & Marine Ins. Co.
Policy Number: (b)(4)

(b)(4) Zurich American Insurance Company
Policy Number: (b)(4)

(b)(4) Continental Casualty Company
Policy Number: (b)(4)

Total Limits: (b)(4)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1060 Chapline Street
Wheeling, WV 26003



UPS TRACKING #: 1Z A47 55T 02 9265 8907

Date: 10/6/2015

Mr. John Ball
Lend Lease (US) Construction Inc.
One Preserve Parkway, Suite 700
Rockville, MD. 20852

RE: Section 402(c) Renovation, Repair, and Painting Rule Compliance Inspection under Section 409 of the Toxic Substances Control Act (TSCA)

Dear Mr. Ball:

This is to provide notice that Mr. Mark Samolis will visit your office on **Wednesday October 21, 2015 at 9:30 a.m.** to conduct a Renovation, Repair, and Painting Rule inspection. Mr. Samolis is assisting the Environmental Protection Agency (EPA) under a cooperative agreement with the Senior Service America, Inc. (SSAI) designated by the EPA Administrator to conduct inspections under Section 409 of TSCA. To save time during the inspection, please have available for review and collection by the inspector, the specific contract for 1100 Pennsylvania Ave. NW, Washington DC (Old Post Office Pavilion) and the following documents from October 1, 2014 to the present:

1. A list of all residential properties or child occupied facilities built before 1978 where renovation, remodeling, or other work which disturbed more than 6 square feet of paint for interior renovations or more than 20 square feet of paint for exterior renovations was conducted by you or employees of your company;
2. Copies of all contracts for renovations designated in 1 above, including any attachments and contract modifications/addendums, receipts and copies of permits;
3. All lead-based paint testing and any other lead-based paint documentation for all properties designated in 1. above;
4. If you serve as a certified firm, a copy of your firm certification in addition to any certifications of your employees;
5. If you utilize any subcontractors, a list of those subcontractors and a copy of the subcontractor firm certification in addition to any certifications of the subcontractor's employees.

To confirm the time and location of the inspection or should you have any questions, please call Mr. Mark Samolis at 304-231-0503 or email at samolis.markd@epa.gov.

Sincerely,

(b) (6)

Mark D. Samolis
Senior Environmental Employee Program (SEE)
US EPA Region 3
Land and Chemicals Division
Toxics Branch (3LC61)
1060 Chapline St.
Wheeling, WV 26003



GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION
SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)

301 7TH Street, SW, Room 2080
Washington, D.C. 20407
Tel. (202)708-5236 Fax (202)708-6207

**FEDERAL BUILDING
TEMPORARY OCCUPANCY CERTIFICATE**

PERMIT NO.

DC0029-16-021(REV 8)

THIS PERMIT IS VALID ONLY FOR THE PREMISES

OF THE PROJECT ADDRESS

DATE: 12/09/16

ADDRESS: 1100 Pennsylvania Ave., NW Washington, DC 20004	FLOOR(S): Hotel G – 9 Annex G-2	SERVICE DELIVERY CENTER: N/A
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PERMISSION IS HEREBY GRANTED TO: TRUMP INTERNATIONAL HOTEL WASHINGTON DC	TRADING AS:
APPROVED USES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS USES: BUSINESS, ASSEMBLY, MERCANTILE
APPROVED OCCUPANCIES: R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	PREVIOUS OCCUPANCIES: BUSINESS, ASSEMBLY, MERCANTILE

TYPE: BUILDING MODERNIZATION	TERM: Additional 30 days	OCCUPIED SQ. FOOTAGE: 408894 SQ. FEET	DESIGN OCCUPANT LOAD: 8672	EXPIRATION DATE: 1/31/17
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BUILDING CODE EDITON (AT TIME OF BUILDING CONSTRUCTION): IBC 2012	BUILDING CODE EDITON (AT TIME OF PERMIT ISSUANCE): IBC 2015	TYPE OF CONSTRUCTION: TYPE IB
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DESCRIPTION OF USE:

HOTEL, ASSEMBLY, MERCANTILE, RESTAURANT

AREAS EXCLUDED FROM TCO:

- Northeast corner Trump townhouse – room 141**
- Ground floor: northwest kitchen space, spa**
- The NPS (as defined in the Lease) space on the 9th, 10th, 12th and 13th floor**
- Mezzanine level, rooms: M110, M112, M114, M116, M118, M120, M121, M122**
- The entirety of floor 9 with the exception of the following which are included: C&R office, accounting office, I.T. office, and F&B office**

**NO ELECTRONIC LOCKING OF DOORS PERMITTED DOORS TESTED AND APPROVED IN THE
JENSEN HUGHES TESTING REPORT DATED 9-27-16**

TCO issued in conjunction with Jensen Hughes Certification Letters :

- a. TCO Fire Alarm System dated 9/11/16, rev 10/31/16
- b. TCO Smoke Control System dated 9/10/16
- c. TCO Life Safety Letter dated 10/4/16, rev 10/31/16
- d. TCO Sprinkler System Letter dated 10/4/16, rev 10/31/16
- e. Kitchen Hood Fire Suppression Inspection and Acceptance dated 9/8/16
- f. ECS Letter for Recommendation for Partial Occupancy for Trump Old Post Office dated 10/4/16

**THIS CERTIFICATE ENSURES THAT ALL FIRE PROTECTION AND LIFE SAFETY SYSTEMS HAVE BEEN COMPLETED,
INSPECTED, SUCCESSFULLY TESTED AND APPROVED TO PROVIDE A REASONABLE DEGREE OF SAFETY TO THE
BUILDING OCCUPANTS FROM FIRE AND SIMILAR EMERGENCIES.**

TSABIKOS PAPADIMITRIS, P.E.

**GSA Fire Protection Engineer
National Capital Region**

(b) (6)



CERTIFICATE OF LIABILITY INSURANCE

WDGARCH-01

CDIXON

DATE (MM/DD/YYYY)

5/6/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS:																					
INSURED WDG Architecture, PLLC 1025 Connecticut Avenue, NW Suite 300 Washington, DC 20036	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>RLI Insurance Company</td><td>13056</td></tr><tr><td>INSURER B:</td><td>Continental Casualty Company (CNA) A(XV)</td><td>20443</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	RLI Insurance Company	13056	INSURER B:	Continental Casualty Company (CNA) A(XV)	20443	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	(b) (4)
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			(b)(4)	04/27/2014	04/27/2015	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$	(b)(4)
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			(b)(4)	04/27/2014	04/27/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ (b)(4)			(b)(4)	04/27/2014	04/27/2015	EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	(b)(4)	04/27/2014	04/27/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
B	Professional Liab.			(b)(4)	08/27/2013	08/27/2014	Per Claim/Aggregate	
				(b)(4)				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Old Post Office and Pavilion Annex 1100 Pennsylvania Avenue, NW Washington, DC (collectively "OPO")

Trump Old Post Office LLC, any subsidiary, affiliated, associated and or allied company, corporation, firm or organization of or to Trum Old Post Office LLC, Trump Old Post Development Manger LLC, Donald J. Trump, Donald J. Trump's family members and/or The Trump Organization LLC, and every member, shareholder, officer, director and employee of each of the foregoing, United States General Services Administration and Dalton Advisory Group, LLC are included as additional insured with the exception of workers compensation & professional liability and where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Trump Old Post Office LLC Attn: (b)(6) 725 Fifth Avenue New York, NY 10022	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (b)(6)
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